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NOTIFICATIONS BY GOVERNMENT

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MUNICIPAL ADMINISTRATION & URBAN DEVELOPMENT DEPARTMENT

Andhra Pradesh Real Estate (Regulation and Development) Rules, 2017

[G.O.Ms.No.115, Municipal Administration & Urban Development (H2) Department, 27th March, 2017]

NOTIFICATION

In exercise of the powers conferred by section 84 read with sub-clause (iv) of clause (g) of section 2 of the Real Estate (Regulation and Development) Act, 2016 (Central Act No.16 of 2016), the Government of Andhra Pradesh, hereby makes the following rules, namely: —

CHAPTER-I

PRELIMINARY

1. Short title and Commencement

(1) These rules may be called as the 'Andhra Pradesh Real Estate (Regulation and Development) Rules, 2017'.

(2) It shall extend to the whole State of Andhra Pradesh.

(3) It shall come into force with effect from the date of publication in the Andhra Pradesh Gazette.

2. Definitions

(1) In these rules, unless the context otherwise requires, -

(a) "Act" means, the Real Estate (Regulation and Development) Act, 2016 (Central Act No. 16 of 2016);

(b) "Annexure" means, an annexure appended to these rules;

(c) "Appellate Tribunal" means, the Andhra Pradesh Real Estate Appellate Tribunal [APREAT] established under sub-section (1) of section 43 of the Act;

(d) "Applicant" means person making an application under section 4 of the Act;

(e) "Appropriate Government" means, the State Government;

(f) "Authenticated copy" shall mean, a self-attested copy of any document required to be provided by any person under these rules;

(g) "Authorised Representative" means, a person duly authorised to present Application or to give reply on its behalf before the Authority or Appellate Tribunal;

(h) "Authority" means, the Andhra Pradesh Real Estate Regulatory Authority [APRERA] established under section 20 of the Act;

(i) "Complainant" means, any aggrieved person making a complaint under the Act;

(j) "Disclosures" means, the information and documents to be uploaded by the Promoter on the website of the Regulatory Authority as well as the information and documents, which he is liable to give or produce or cause to be given and produced to the person intending to take or invest in the project under the Act including those disclosures to the public at large through print media, electronic media, property exhibitions and promotional events under various related Acts;

(k) "Form" means, a form appended to these rules;

(l) "Layout Plan" means, a plan of the project depicting the division or proposed division of land into plots, roads, open spaces, amenities, etc. and other details as may be necessary;

(m) "Legal Practitioner" shall have the same meaning as is assigned to it in the Advocates Act, 1961 (Central Act No.25 of 1961);

(n) "Limited common areas and facilities of a building" means, entrance hall, staircases, lift, common passages on every floor, firefighting systems within building including fire chute, service floors or terraces above the upper most floor of the building but does not include utility areas;

(o) "Ongoing Project" means, a Project where development is going on and for which Occupancy Certificate or Completion Certificate has not been issued but excludes such Projects which fulfill any of the following criteria on the date of notification of these rules.

1) Where roads, open spaces, amenities and services have been handed over to the local authority in layout Projects.

2) Where all slabs are laid in housing projects

3) Where all developmental works have been completed and sale / lease deeds of 50% of the Apartments / Houses/ Plots have been executed

4) Where development works have been completed and application has been filed to the competent authority for issue of Completion or Occupancy Certificate.

(p) "Project Land" means, any parcel or parcels of land on which the project is developed and constructed by a promoter; and

(q) "Section" means, a section of the Act;

(2) Words and expressions used herein and not defined, but defined in the Act, shall have the same meaning respectively assigned to them in the Act.

CHAPTER-II
REAL ESTATE PROJECT

3. Information and documents to be furnished by the promoter for registration of project:

3-A Application for Registration of Projects by Promoter:

(1) Application for registration of a proposed project shall be submitted by Promoter by himself or through his Authorized Representative accompanied with the passport size photograph of Promoter duly signed by Promoter in Form No. A to the Authority for the registration of the project and for displaying it on the website of the Authority. The Application shall be made in writing in Form No. A [in triplicate] until the application procedure is made web based as provided under sub-section (3) of section 4 of the Act.

(2) Application in case of the ongoing project, the Promoter shall himself or through his Authorised Signatory submit the same duly signed by him along with two passport size photographs in Form No.A for registration of the project application within a period of (90) days from the date of commencement of these Rules.

(3) The Application shall be submitted at the office of the Authority along with the Registration Fees as prescribed from time to time.

(4) The method of payment of Registration Fees shall be through NEFT or RTGS System at the time of filing of the web based online application or through a demand draft drawn on any scheduled bank in case of submission of the application at the Office of the Authority until the web based online application system is operationalized.

(5) In case the promoter applies for withdrawal of application for registration of the project before the expiry of the period of 30 days provided under sub-section (1) of section 5 and in sub-rule (2) of rule 7, registration fee to the extent of ten percent paid under sub-rules (3) and (4) above, or the amount as prescribed whichever is more, shall be retained as processing fee by the Regulatory Authority and the remaining amount shall be refunded to the promoter within thirty days from the date of such withdrawal.

(6) Every promoter shall make separate application for registration of every project for the construction of each phase, separate building or group of buildings in case of Layout as may be with Authority:

Provided that no such application shall be entertained where the Promoter has no title to the land unless the Agreement between the Owner of the Land and the Promoter, authorizing the Promoter to undertake the construction of the building, is duly registered.

3-B Contents of the Application for Registration of the Project:

(1) The promoter shall self-certify and attach the following documents along with the Application for registration in Form No. A and shall produce the original documents of the same for verification whenever so directed by the Authority, namely :-

(a) Name and Nature of Organization/Promoter;

(b) In case of Company or Partnership or Joint Venture, Cooperative Society, Firm, Association of Persons or body of individuals whether incorporated or not, any such other entity, Names and registered addresses of all the Directors/Partners/Office bearers of the Society along with their respective DIN numbers, Telephone Nos, Email Address on which official correspondence is to be communicated;

(c) authenticated copy of the PAN card;

(d) audited balance sheet of the promoter for the preceding financial year and income tax returns of the promoter for three preceding financial years;

(e) Detailed description of land including the copy of land records of developable or non-developable land, development plan remarks with site plan;

(f) Details of the Agreement between the Owner of the land and the Promoter authorising the latter to undertake the construction of the building (Copy of the Registered Agreement to be Annexed);

(g) Nature of promoter's title to the land including copy of the title deed to be annexed along with the title Certificate regarding the Land for which application is preferred by the promoter;

(h) Nature of encumbrances on the land, including the right, title, interest or claim of any other person in or over such land (Details of the cases pending before the Authorities or in Courts of Law and their current status);

(i) Copy of Approvals obtained by the promoter in accordance with the laws for time being in force;

(j) Specify whether the project is to be developed in phases or otherwise;

(k) In case the project is to be developed in phases then the promoter shall submit the Approvals from the Competent Authority for the Phase to be undertaken;

(l) Copy of Sanctioned Plan, Layout Plan and specifications of the proposed project or the phase thereof, and the whole project as sanctioned by the Competent Authority;

(m) The copy of plan of development works to be executed in proposed project and proposed facilities to be provided thereof including firefighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy;

(n) Full address of the proposed development project along with the land mark nearby;

(o) Location details of the project along with clear details of the land dedicated for the development project along with its boundaries including the latitude and Longitude of the end points of the project;

(p) Number of floors to be constructed in building and shall also disclose Number of Apartments for sale in the project on each floor, Carpet Area of such Apartments for Sale in the said project along with area of the Balcony and or Verandah or exclusive open terrace area if any;

(q) Disclose the number and areas of garages/parking areas for sale in the project;

(r) Names and addresses of the Civil Contractors, or turnkey contractor, or EPC Contractors, Structural Engineer of the project;

(s) Names and addresses of Architect, Engineer, Chartered Accountant or name of firm or company together with their office addresses;

(t) Disclose the names and addresses of his real estate agents, if any, for the proposed project along with their registration number under APRERA;

(u) Detailed technical specifications of the construction of the building/s as approved by the Competent Authority under any law for the time being in force;

(v) Estimate of the expenditure for the construction of the building and the source from which such expenditure is sought to be financed;

(w) Details of financial agreement made with any bank or other financial institution recognised by the Reserve Bank of India and of legal safeguards taken, if any, for the construction of building, or transfer of building by sale, gift or mortgage or otherwise;

(x) Copy of documents showing details of mortgage or any other legal encumbrances created on land in favour of any bank or financial institution recognised by the Reserve Bank of India;

(y) The period within which the physical possession of the apartment is to be handed over to allottees;

(z) Proforma of the Allotment Letter, Agreement for Sale and the Conveyance Deed proposed to be signed with the Allottee;

(aa) Details of the nature of the fixtures, fittings, amenities and common areas, of the apartment, plot or building, as the case may be, as approved by the Competent Authority;

(bb) File and Structural Stability Certificate duly issued by Certified Structural Consultant/Engineer;

(cc) Details of insurance of title of the land and building as a part of real estate project and construction of the real estate project and any other insurance as may be required by the law.

(2) The Promoter shall file a declaration, supported by an affidavit, which shall be signed by the promoter or any person authorised by the promoter, stating:—

(a) that he has a legal title to the land on which the development is proposed along with valid documents with authentication of such title, if such land is owned by person other than the promoter;

(b) that the land is free from all encumbrances, or as the case may be details of the encumbrances on such land including any rights, title, interest or name of any party in or over such land along with details;

(c) the time period within which he undertakes to complete the project or phase thereof, as the case may be;

(d) The time schedule for connecting the building in which the apartment is proposed to be sold with the services such as sewerage, water supply, electricity, drainage and the like as applicable, subject to force majeure event;

(e) The nature of the fixtures and fittings with regard to the flooring and sanitary fittings and the provision of one or more lifts to be provided with particulars in respect of the brand of items of fixtures, fittings and lift if they are branded or otherwise along with price range of items if not branded;

(f) The particulars in respect of the design, type of concrete, material to be used in the construction of the building and the technology, pre-fabricated, precise, earthquake resistance and the like;

(g) The particulars and numbers of firefighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy, rain water harvesting systems, solid waste management, sewage treatment plant, solar plant;

(h) that seventy per cent of the amounts realised for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction of the project and the land cost;

(i) Promoter shall forthwith give information regarding any legal proceedings relating to the project if instituted before any legal

authority or court of law and the order or directions if any issued after registration of project by it relating to such project to the Authority.

(j) The promoter shall give an undertaking to the effect that he shall submit statement of Accounts duly certified and signed by the Chartered Accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been incompliance with the proportion to the percentage of completion of the project.

(k) The promoter shall also give an undertaking to the effect that he shall take all the pending approvals from the competent authorities if any;

(l) The details of insurances obtained by the promoter regarding title and construction of the project.

(m) Shall give an undertaking in writing that promoter will inform within 30 days with regard to any change in ownership of promoter.

(n) As required under clause (l) of sub-section (2) of section 4 of the Act the promoter shall submit the Declaration in Form 'B', stating that the he shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

"Provided that, if there is any change of Civil Contractors, or turnkey contractor, or EPC Contractors, Structural Engineer, Engineer, Chartered Account or architect proposed to be engaged or actually engaged before or after the commencement of the construction of any building, as the case may be, the Promoter shall forthwith inform the APRERA of the name and address of such changed Contractor/s, Architect/s within (7) days from date of effecting such change."

4. Disclosure by promoters of existing projects:

(1) The Promoter shall give detailed and self-certified information such as his ongoing Project details, including the status of the project and the extent of completion, completed Project details, Project wise information of bookings or any other information, if so demanded in writing by the intending Purchaser.

(2) The Promoter shall enter all the required documents, plans and information of the Project registered with the Authority on the Website of the Authority within a period of (15) days from the date of receipt of the Login ID and Password from the Authority.

(3) The Promoter shall display or keep all the documents, plans and specifications (or true copies thereof) referred to in the Act and the rules and the regulations at the Site of Project and at the Registered Office of the Promoter and permit inspection thereof to the person intending to purchase or invest in registered project of the promoter. Such person may ask the Promoter all relevant

questions for seeking further information or clarification in respect of any documents or plans and specifications or such matter as is required to be disclosed, produced or furnished by or under the provisions of the Act; and the Promoter shall be legally bound to answer all such questions and provide such clarifications to the best of his knowledge and belief.

(4) Further the Promoter for the purposes of making disclosure of any documents or specifications of plans referred to in section 3 or prescribed or demanded thereunder may also be requested to produce the original of such document if so demanded, in writing by the person intending to purchase one or more flats/apartments or plots as the case may be and also disclose the draft of Agreement for Sale.

(5) In case of plotted development, the promoter shall disclose the area of the plots being sold to the allottees and also disclose the lands earmarked for the public purpose and the amenities to be provided in the layout and period of completion of the development of layout etc.

5. Withdrawal of sums deposited in separate account:

(1) For the purposes of sub clause (D) of clause (l) of sub-section (2) of section 4, the land cost shall be the cost incurred by the promoter, whether as an outright purchase, lease charges etc.

(2) For the purposes of sub-clause (D) of clause (l) of sub-section (2) of section 4, the construction cost shall be the cost incurred by the promoter, towards the on-site expenditure for the physical development of the project.

6. Grant or rejection of registration of the project:

6-A Grant of Registration of the Project:

(1) On receipt of the Application, the Authority or, as the case may be, the officer authorized by him shall enter the particulars of the Application in the Register of Applications to be maintained by the Authority in Form - Q and shall give Serial Number to the Application and endorse on every application the date on which it is presented and shall sign the endorsement.

(2) The Authority shall, within (30) working days from the date of receiving the application for the registration of the Project, scrutinize the Application and register the Project along with the Promoter if it is satisfied that,-

(a) the Project meets the criteria as laid down by the Act and rules made thereunder,

(b) the Project has all the necessary permissions as required under any law for the time being in force and is in consonance with the provisions of the Act and rules made thereunder and the regulations made by the Authority; and

(c) The Promoter has appropriate financial, technical, construction and management capacity to execute and complete the proposed Project.

(3) Upon registration of a project, the Authority shall issue a Certificate of Registration as per Form - C, with Registration Number to the Project along with the name of the Promoter.

(4) The Certificate of Registration shall be issued to the Promoter as well as the concerned authority that has sanctioned the plan for construction of building under any law for the time being in force.

(5) The Authority shall provide access to the Promoter to its Website by issuing a login ID and a Password for further uploading of all information as required by the Act and Rules.

(6) The names of Promoter and the registered Project shall be entered in a register to be maintained by the Authority in such manner as may be determined by it, by regulations.

(7) The Authority may, without prejudice to the generality of sub rules (3) and (4), require any guarantee, indemnity, undertaking or such other security to be furnished by Promoter before granting Certificate of Registration as may be deemed necessary to satisfy itself in respect of the requirements contemplated in sub-rules (3) and (4).

(8) The registration and the Login Id as well as Pass word granted to the promoter shall be valid for a period declared by the Promoter under sub-clause (C) of clause (l) of sub-section (2) of section 4 of the Act for completion of the project or phase thereof, as the case may be.

"Provided that if the Authority fails to grant the registration or reject the application as the case may be, as provided under sub-section (1) of section 5 of the Act, the project shall be deemed to have been registered and the Authority shall within a period of seven days specified under sub-section (1), provide a registration number and Login Id and Password to the promoter for accessing the website of the Authority and to create his web page and to fill therein the details of the proposed project.

6-B Refusal of Registration of the Project:

(1) If the Authority, on receipt of application for registration of the Project, is of the opinion that the registration shall be refused for non-submission of necessary documents along with the Application or incomplete Application, it shall issue a notice to the Promoter in writing mentioning details of documents which are not submitted along with the Application and give such time as the Authority may deem fit and proper for submission of the documents and completion of Application;

(2) If the promoter fails or neglect to submit the necessary documents called by the Authority within period stipulated in the notice, then the Authority shall after giving opportunity of hearing to the promoter refuse to grant registration of the project;

(3) If the Authority, on receipt of application /documents for registration of the Project, is of the opinion that the registration shall be refused on certain reasons, it shall issue a notice to the Promoter in writing mentioning its intention to reject the application and the reasons therefor calling upon promoter to give reasons as to why his registration shall not be refused on the grounds mentioned in the notice within period specified in the notice;

(4) The Promoter shall file his reply to notice within time stipulated in the said notice through himself or through his Authorised Representative or Legal Representative;

(5) Pending consideration of the Application for registration of project by the Authority, the Promoter shall not make any advertisement for sale of Project or create any third party interest in the project;

(6) If the Authority on considering the representations of the Promoter, is of the view that the Promoter has not met the requirements of section 4 of the Act or Rules satisfactorily, it shall reject the application by a assigning reasons as per Form – D and convey its decision to Promoter so also to the concerned Authority who has sanctioned the project under any law for the time being in force.

7. Extension of registration of the project:

(1) The registration granted under section 5, may be extended as per section 6, on an application made by the promoter in Form 'E' which shall not be less than three months prior to the expiry of the registration granted.

(2) The application for extension of registration shall be accompanied with a demand draft drawn on any scheduled bank, for an amount equivalent to twice the registration fee as prescribed under sub-rule (3) of rule 3 along with an explanatory note setting out the reasons for delay in the completion of the project and the need for extension of registration for the project, along with documents supporting such reasons:

"Provided that where extension of registration is due to force majeure the Regulatory Authority may at its discretion waive the fee for extension of registration".

(3) Extension of registration of the project shall not be beyond the period provided as per local laws for completion of the project or phase thereof, as the case may be.

(4) In case of extension of registration, the Regulatory Authority shall inform the promoter about the same as per Form 'F' and in case of rejection of the application for extension of registration the regulatory authority shall, after giving an opportunity to the applicant to be heard in the matter as per second proviso of section 6, inform the promoter about the same as per Form 'D':

(5) Pending such Application, promoter will not be entitled to sell any apartment/flat/plot.

8. Revocation of Registration of the project:

Upon the revocation of registration of a project as per section (7) the regulatory authority shall inform the promoter about such revocation as per Form 'D'.

9. Agreement for sale:

(1) For the purpose of sub-section (2) of section 13, the agreement for sale shall be in the form as per Annexure 'A'.

(2) Any application letter, allotment letter or any other document signed by the allottee, in respect of the apartment, plot or building, prior to the execution and registration of the agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act or the rules or the regulations made thereunder.

CHAPTER-III
REAL ESTATE AGENT

10. Application for Registration by the real estate agent:

(1) Every real estate agent required to register as per sub-section (2) of section 9 of the Act shall make an application in writing to the Regulatory Authority as per Form 'G' along with the following documents, namely:-

(a) brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies etc.);

(b) particulars of registration including the bye-laws, memorandum of association, articles of association etc. as the case may be;

(c)photograph of the real estate agent if it is an individual and the photograph of the partners, directors etc. in case of other entities;

(d) details of projects if any for which he has acted as agent in last 5 years before the date of submission of form for registration;

(e) the Agent shall disclose if there are any civil or criminal cases pending against him;

(f) authenticated copy of the PAN card;

(g) Income tax returns filed under the provisions of the Income tax Act, 1961(Central Act No.43 of 1961) for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income tax Act, 1961(Central Act No.43 of 1961) for any of the three year preceding the application, a declaration to such effect;

(h) authenticated copy of the address proof of the place of business; and

(i) such other information and documents, as may be specified by regulations.

(2) The real estate agent being an individual or other than an individual shall pay a registration fee as prescribed, at the time of application for registration by way of a demand draft drawn on any scheduled bank or as may be specified by the Authority.

11. Grant of Registration to the Real Estate Agent:

(1) Upon the registration of a real estate agent as per section 9 read with Rule 10, the Regulatory Authority shall issue a registration certificate with a registration number as per Form 'H' to the real estate agent.

(2) In case of rejection of the application as per section 9 the Regulatory Authority shall inform the applicant as per Form 'I'.

"Provided that, no application for registration of an Agent shall be rejected unless the applicant has been given an opportunity of being heard in the matter by the Regulatory Authority."

(3) The registration granted under this rule shall be valid for a period five years.

12. Renewal of registration of real estate agent:

(1) The registration granted under section 9, may be renewed as per section 6, on an application made by the real estate agent in Form 'J' which shall not be less than three months prior to the expiry of the registration granted.

(2) The application for renewal of registration shall be accompanied with a demand draft drawn on any scheduled bank or as may be specified by the Authority, for a sum of rupees as prescribed in case of the real estate agent being an individual or rupees as prescribed in case of the real estate agent being anyone other than an individual.

(3) The real estate agent shall also submit all the updated documents set out in clauses (a) to (f) of rule 10 at the time of application for renewal.

(4) In case of renewal of registration, the regulatory authority shall inform the real estate agent about the same as per Form 'K' and in case of rejection of the application for renewal of registration the regulatory authority, shall inform the real estate agent as per Form 'I':

"Provided that no application for renewal of registration shall be rejected unless the applicant has been given an opportunity of being heard in the matter."

(5) The renewal of registration of the real estate agent shall be granted provided that the real estate agent remains in compliance with the provisions of the Act and the rules and regulations made thereunder.

(6) The renewal granted under this rule shall be valid for a period of five years.

13. Revocation of Registration of real estate agent:

The Regulatory Authority may, due to reasons specified under sub-section (7) of section 9, revoke the registration granted to the real estate agent or renewal thereof, as the case may be, and intimate the real estate agent of such revocation as per Form 'I'.

14. Functions of a Real Estate Agent:

Every registered Real Estate Agent shall -

(1) not facilitate the sale or purchase of any plot, Apartment or building as the case may be, in the real estate Project or part of it, being sold by the promoter in any planning area which is not registered with the Regulatory Authority;

(2) maintain and preserve such books of account, records and documents in accordance with the provisions of the Income tax Act, 1961(Central Act No.43 of 1961) and also as prescribed by regulations of the Regulatory Authority;

(3) not involve himself in any unfair trade practices, namely:—

(a) the practice of making any statement, whether orally or in writing or by visible representation which—

(i) falsely represents that services or amenities are of a particular standard or grade;

(ii) represents that the Promoter or himself has approval or affiliation which such Promoter or himself does not have;

(iii) makes a false or misleading representation concerning the services which the Promoter does not have;

(b) permitting the publication of any advertisement whether in any newspaper or other media of services that are not intended to be offered by the Promoter;

(4) facilitate the possession of all the information and documents, as the allottee is entitled to, at the time of booking of any plot, apartment or building or as the case may be;

(5) maintain the register of Allottees in Form – R and the statement indicating person wise receipts and disbursement in respect of sums accepted as advance from the Allottees and the statement indicating purpose wise receipts in respect of sums accepted as advance or commission and shall be in Form - S respectively;

(6) discharge such other functions as prescribed by the regulations of the Regulatory Authority.

CHAPTER-IV

DETAILS TO BE PUBLISHED ON THE WEBSITE OF THE AUTHORITY

15. Details to be published on the website:

(1) For the purpose of clause (b) of section 34, the regulatory authority shall ensure that the following information shall be made available on its website in respect of each project registered:

(a) Details of the promoter including the following:

(i) Developer or Group Profile:

(A) a brief detail of his enterprise including its name, registered address, type of enterprise (proprietorship, limited liability partnership, society, partnership, company, competent authority) and the particulars of

registration and in case of a newly incorporated or registered entity, brief details of the of the parent entity including its name, registered address, type of enterprise (proprietorship, societies, limited liability partnership, partnership, companies, competent authority);

(B) background of promoter-educational qualification, work experience and in case of a newly incorporated or registered entity work experience of the parent entity.

(ii) Track record of the promoter:

(A) number of years of experience of the promoter or parent entity in real estate construction in the State;

(B) number of years of experience of the promoter or parent entity in real estate construction in other states or union territories;

(C) number of completed projects and area constructed till date;

(D) number of ongoing projects and proposed area to be constructed;

(E) details and profile of ongoing and completed projects for the last 5 years as provided under clause (b) of sub-section (2) of section 4.

(iii) Litigations: Details of past or ongoing litigations in relation to the real estate project.

(iv) Website:

(A) web link to the developer or group website;

(B) web link to the project website.

(b) Details of the real estate project including the following:

(i) Compliance and registration:

(A) authenticated copy of the approvals and commencement certificate from the competent authority as provided under clause (c) of sub-section (2) of section 4;

(B) the sanctioned plan, layout plan and specifications of the project or the phase thereof, and the whole project as sanctioned by the competent authority as provided under clause (d) of sub-section (2) of section 4;

(C) details of the registration granted by the Authority.

(ii) Apartment and garage/parking related details:

(A) Details of the number, type and carpet area of apartments for sale in the project as provided under clause (h) of sub-section (2) of section 4;

(B) Details of the number and areas of garage/parking for sale in the project as provided under clause (i) of sub-section (2) of section 4;

(C) Details of the number of open parking areas available in the real estate project.

(iii) Registered Agents: Names and addresses of real estate agents as provided under clause (j) of sub-section (2) of section 4.

(iv) Consultants: Details, including name and addresses, of contractors, architect and structural engineers and other persons concerned with the development of the real estate project as provided under clause (k) of sub-section (2) of section 4, such as:-

(A) Name and address of the firm

(B) Names of promoters

(C) Year of establishment

(D) License Number and the validity of the license as issued by the Competent Authority

(E) Names and profile of key projects completed

(v) Location: the location details of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and longitude of the end points of the project as provided under clause (f) of subsection (2) of section 4.

(vi) Development Plan:

(A) The plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including firefighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc. as provided under clause (e) of sub-section (2) of section 4;

(B) Amenities: a detailed note explaining the salient features of the proposed project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services proposed to be provided in the project;

(C) Gantt Charts and Project schedule: the plan of development works to be executed in the project and the details of the proposed facilities to be provided thereof.

(c) Finances of the promoter:

(i) authenticated copy of the PAN card of the promoter

(ii) audited balance sheet of the promoter for the preceding financial year and income tax returns of the promoter for three preceding financial years and in case of a newly

incorporated or registered entity annual returns of the last (3) financial years of the parent entity.

(d) The promoter shall upload the following updates on the webpage for the project, within seven days from the expiry of each quarter:

(i) List of number and types of apartments or plots, as the case may be booked;

(ii) List of number of garages/parking areas booked;

(iii) Status of the project:
(A) Status of construction of each building with photographs;
(B) Status of construction of each floor with photographs;
(C) Status of construction of internal infrastructure and common areas with photographs.

(iv) Status of approvals:
(A) Approval received;
(B) Approvals applied and expected date of receipt;
(C) Approvals to be applied and date planned for application;
(D) Modifications, amendment or revisions, if any, issued by the competent authority with regard to any license, permit or approval for the project.

(e) Downloads:

(i) Approvals:
(A) No Objection certificates

(1) Consent to Establish and Operate;

(2) Environmental Clearance;

(3) NOC from A P Disaster Response and Fire Services Department;

(4) Permission from Water and Sewerage department/ concerned Local Authority dealing with such function;

(5) Height clearance from Airport Authority of India;

(6) Latest Copy of the receipt of the Tax paid for Property / Land to the concerned Local Authority;

(7) Such other approvals as may be required and obtained for the project.

(B) Authenticated copy of the license or land use permission, building sanction plan and the commencement certificate from the competent authority obtained in accordance with the laws applicable for the project, and where the project is proposed to be developed in phases, an authenticated copy of the license or land use

permission, building sanction plan and the commencement certificate for each of such phases;

(C) Authenticated copy of the site plan or site map showing the location of the project land along with names of revenue estates, survey numbers, cadastral numbers, khasra numbers and area of each parcels of the project land;

(D) Authenticated copy of the layout plan of the project or the phase thereof, and also the layout plan of the whole project as sanctioned by the competent authority;

(E) Floor plans for each tower and block including clubhouse, amenities and common areas;

(F) Any other permission, approval, or licence that may be required under applicable law;

(G) Authenticated copy of occupancy certificate and completion certificate including its application.

(ii) Legal Documents:

(A) Details including the proforma of the application form, allotment letter, agreement for sale and the conveyance deed;

(B) Authenticated copy of the legal title deed reflecting the title of the promoter to the land on which development is proposed to be developed along with legally valid documents with authentication of such title, if such land is owned by another person;

(C) Land Title Search Report from an advocate having experience of at least ten years in land related matters;

(D) Details of encumbrances on the land on which development is proposed including any rights, title, interest or name of any party in or over such land along with details or no encumbrance certificate from an advocate having experience of at-least ten years in land related matters;

(E) where the promoter is not the owner of the land on which development is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land proposed to be developed;

(F) Sanction letters:

(1) From banks for construction finance;

(2) From banks for home loan tie-ups.

(f) Contact details: Contact address, contact numbers and email-ids of the promoter and other officials handling the project.

(g) Such other documents or information as may be specified by the Act or the rules and regulations made thereunder.

(2) For the purpose of clause (c) of section 34, the regulatory authority shall maintain a database and ensure that the information specified therein shall be made available on its website in respect of each project revoked or penalised, as the case may be.

(3) For the purpose of clause (d) of section 34, the regulatory authority shall ensure that the following information shall be made available on its website in respect of each real estate agent registered with it or whose application for registration has been rejected or revoked:

(a) For real estate agents registered with the Authority:

(i) registration number and the period of validity of the registration of the real estate agent with the regulatory authority;

(ii) brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies etc.);

(iii) particulars of registration including the bye-laws, memorandum of association, articles of association etc. as the case may be;

(iv) photograph of the real estate agent if it is and individual and the photograph of the partners, directors etc. in case of other persons;

(v) authenticated copy of the PAN card;

(vi) income tax returns filed under the provisions of the Income tax Act, 1961 (Central Act No.43 of 1961) for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effect;

(vii) authenticated copy of the address proof of the place of business and the contact address, contact numbers and email-ids of the real estate agent and other officials responsible.

(b) In case of applicants whose application for registration as a real estate agent have been rejected or real estate agents whose registration has been revoked by the regulatory authority:

(i) registration number and the period of validity of the registration of the real estate agent with the regulatory authority;

(ii) brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies etc.);

(iii) photograph of the real estate agent if it is and individual and the photograph of the partners, directors etc. in case of other persons.

(c) Such other documents or information as may be specified by the Act or the rules and regulations made thereunder.

(4) The Authority shall maintain a back-up, in digital form, of the contents of its website in terms of this rule, and ensure that such back-up is updated on the last day of each month.

CHAPTER-V

RATE OF INTEREST PAYABLE BY PROMOTER AND ALLOTTEE AND TIMELINES FOR REFUND

16. Rate of interest payable by the promoter and the allottee:

The rate of interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India Prime Lending Rate plus two percent.

17. Timelines for refund:

Any refund of monies along with the applicable interest and compensation, if any, payable by the promoter in terms of the Act or the rules and regulations made thereunder, shall be payable by the promoter to the allottee within forty-five days from the date on which such refund along with applicable interest and compensation, if any, becomes due.

CHAPTER-VI

REAL ESTATE REGULATORY AUTHORITY

18. Manner of selection of Chairperson and Members of the Authority:

(1) The Government shall within a period of one year from the date of coming into force of the Act, by notification, establish an Authority to be known as Real Estate Regulatory Authority to exercise the powers conferred on it and to perform the functions assigned to it under the Act.

(2) The Authority shall consist of a Chairperson and three whole time members and they shall be appointed by the Government on the recommendations of a Selection Committee.

(3) The Chairperson and the Members shall have adequate knowledge of and professional experience of at-least twenty years in case of the Chairperson and fifteen years in case of the Members in Economics, Urban Development, Housing, Real Estate Development, Infrastructure, Town Planning, Law, Commerce, Accountancy, Industry, Management, Social Service, Public Affairs or Administration.

"Provided that a person who is, or has been, in the service of the State Government shall not be appointed as a Chairperson unless such person has held the post of Additional Secretary to the Central Government or any equivalent post in the Central Government or State Government;

Provided further that a person who is, or has been, in the service of the State Government shall not be appointed as a member unless such person has held the post of Secretary/Additional Secretary to the State Government or any equivalent post in the State Government or Central Government."

(4)(i) As and when the vacancies of Chairperson or a Member in the Regulatory Authority exist or arise or are likely to arise, for the purposes of appointment and to fill such vacancies the Government shall constitute a Selection Committee consisting of-

(a) Chief Justice of the High Court of the State or his nominee;

(b) The Additional Chief Secretary or Principal Secretary or Secretary to the Government, Municipal Administration & Urban Development Department; and

(c) Secretary to the Government, Law Department.

(ii) The Chief Justice of the High Court of the State or his nominee shall be the Chairman of the Selection Committee.

(iii) All members of the Committee including the Chairman shall be present at the time of meeting of the Committee.

(5) (a) The Government shall constitute a Search Committee to suggest a panel of names possessing requisite qualification and experience and suitable for being considered for appointment as Chairperson or Member of the Authority.

(b) Search Committee shall finalize a panel of suitable persons and forward the same to the Selection Committee.

(c) The Selection Committee shall select a panel of eligible persons for each vacancy and recommend the same to the Government within fifteen days from the date of reference made.

(6) The State Government shall on the basis of the recommendations of the Selection Committee appoint Chairperson and Members and the said list shall be valid for a period of two years.

(7) The Notice or the Agenda, as the case may be, for the meeting of the Selection Committee shall be issued in advance. The date and venue for the meeting shall be fixed within the convenience of the Chairman of Selection Committee.

(8) Medical Fitness:

No person shall be appointed as a Chairperson or member unless he is declared medically fit by a Medical Board to be constituted by the State Government for the purpose unless he has been already declared fit by an equivalent authority.

CHAPTER-VII

SALARY AND ALLOWANCES PAYABLE AND OTHER TERMS AND CONDITIONS OF SERVICE OF CHAIRPERSON AND MEMBERS OF THE REGULATORY AUTHORITY

19. Salary And Allowances:

(1) The salaries and allowances payable to the Chairperson and Members of the Regulatory Authority shall be as follows:

(a) The Chairperson of the Authority shall be paid a salary equivalent to that of the Chief Secretary of the Government;

(b) The whole-time Members shall be paid salary equivalent to that of the Principal Secretary of the Government;

(c) Every part-time member, who is not a servant of the Government, shall be paid a sitting fee for each day he attends the meetings of the regulatory authority as may be fixed by the government, from time to time and they shall not be entitled to any allowance relating to house and vehicle.

(2) Dearness Allowance and City Compensatory Allowance:

The Chairperson or the Member of the Authority shall be entitled to receive Dearness Allowance and other allowances at the rate as are admissible to the Chief Secretary of the Government or Principal Secretary of the Government respectively:

Provided that in case a person appointed as the Chairperson or a Member is in receipt of any pension, the pay of such person shall be in accordance with the existing Government rules.

Provided further that the Chairperson and other Members shall be entitled to draw admissible allowance on the original basic pay before such fixation of pay.

(3) Leave:

(a) The Chairperson or a Member shall be entitled to thirty days of earned leave for every year of service. The payment of leave salary during the leave shall be as admissible to the Chief Secretary or the Principal Secretary as the case may be. The Chairperson or Member shall be entitled to encashment of fifty percent of earned leave to his credit at any time.

(b) Leave Sanctioning Authority:
Leave sanctioning authority in case of,-

(i) The Chairperson of the Authority, shall be the Minister-in-charge of the Municipal Administration and Urban Development Department of the Government; and

(ii) The Members of the Authority shall be the Chair person.

(4) Travelling Allowance and Daily Allowance:

(a) The Chairperson and the Members while on tour (including the journey undertaken or any expiry of his term to proceed to his hometown) shall be entitled to travelling allowances, daily allowance, transportation of personal effects and other similar matters at the same rate as admissible to the Chief Secretary or the Principal Secretary of the Government as the case may be;

(b) The Chairperson and every Member shall be his own controlling officer in respect of his bills relating to travelling allowances and daily allowances; and

(c) Domestic official tours: The Chairperson and a Member, while on tour, shall be entitled to the facility of government accommodation in the guest house or inspection bungalows run by the Government or hotel accommodation in case

Government accommodation is not available, as applicable to Chief Secretary or Principal Secretary of Government.

(5) Leave Travel Concession:

The Chairperson and Members shall be entitled to Leave Travel Concession (L.T.C.) at the same rates as admissible to the Chief Secretary or the Principal Secretary to the Government as the case may be.

(6) Medical Facilities:

The Chairperson and Members shall be entitled to medical treatment and hospital facilities as provided to the members of Indian Administrative Service of the corresponding grade in the Government.

(7) Official Visits Abroad:

The Chairperson and Members shall be entitled to undertake official visits abroad with the prior approval of the Government through Municipal Administration and Urban Development Department and after clearance from Ministry of External Affairs, Government of India. The daily allowance and provision of accommodation during the period of tour abroad shall be regulated in accordance with the Government instructions as applicable to the Chief Secretary or the Principal Secretary respectively of the Government.

(8) Conveyance facility:

The Chairperson and a Member shall be entitled to conveyance facilities as admissible to Chief Secretary and Principal Secretary to the Government respectively.

(9) Accommodation to Chairperson and Members:

(a) The Chairperson of the Authority shall be entitled to residential accommodation as admissible to the Chief Secretary of the Government;

(b) A Member shall be entitled to residential accommodation as admissible to the rank of Principal Secretary to the Government drawing an equivalent pay. On demitting office, the Chairperson and Member shall be entitled to retention of residential accommodation for one month, on the same terms and conditions; and

(c) If the Chairperson or the Member has his own accommodation or residential house in the headquarters and does not avail Government accommodation, then he is entitled to get house rent allowance admissible to the Chief Secretary to the Government and Principal Secretary to Government respectively.

(10) Telephone facilities:

The Chairperson or Members of the Authority shall be entitled to telephone facilities as admissible to the Chief Secretary and Principal Secretary of the Government respectively.

(11) Other allowance:

The Chairperson and Members of the Authority shall be entitled to such other allowance as are applicable to Chief Secretary or Principal Secretary respectively in the Government.

(12) Notwithstanding the provisions contained in this rule if the Chairperson or the Member is a serving officer of the State or Central Government, his entitlement shall be higher of those admissible to him under the applicable service rule.

20. Tenure of office:

(1) The Chairperson and every Member shall, unless removed from office under sub-section (1) of section 26, hold office for a period not exceeding five years from the date he takes charge of the office in that capacity, or till the age of sixty five years, whichever is earlier.

(2) When the Chairperson is unable to discharge his functions owing to absence, illness or any other cause, the senior-most (in order of appointment) Member of the Real Estate Regulatory Authority holding office for the time being shall discharge the functions of the Chairperson until the day on which the Chairperson resumes the charge of his functions.

(3) If a vacancy occurs in the office of the Chairperson by reason of his death or resignation, the Government shall nominate Senior most Member as per seniority of date of appointment to act as the Chairperson and the Member so nominated shall hold office of the Chairperson until the vacancy is filled by a fresh appointment under sub-section (3) of Section 24 of the Act. Till that period the senior-most (in order of appointment) Member of the Real Estate Regulatory Authority holding office for the time being shall discharge the functions of the Chairperson until the day on which the Chairperson resumes the charge of his functions.

21. Oath of Office and Secrecy

Every person appointed to the Chairperson under the Act shall, before entering upon his office, make and subscribe an oath of office and secrecy.

22. Declaration of financial or other interest:

Before appointment, the Chairperson and the Member shall have to give an undertaking that he does not and will not have any such financial or other interest as is likely to affect prejudicially his functions as such Chairperson or Member.

23. Administrative powers of the Chairperson of the regulatory authority:

(1) The Chairperson of the regulatory authority shall obtain the prior approval of the State Government with regard to the following:

(a) all matters pertaining to creation and abolition of posts;

(b) all matters pertaining to pay and allowances of the officers and staff of the authority;

(c) authorization of tours to be undertaken by any Member, officer or employee outside India and allowance to be granted for the same;

(d) permission for hiring of vehicles for official use;

(2) The Chairperson of the regulatory authority is competent to exercise the following powers subject to control and review by the Government.

(a) To make appointments to the posts of the officers and employees of the Authority from a panel prepared by the Selection Committee;

(b) acceptance of resignations by any Member, officer or employee;

(c) Making arrangements for officiating against sanctioned posts;

(d) authorization of tours to be undertaken by any Member, officer or employee: within India and allowance to be granted for the same;

(e) all matters in relation to reimbursement of medical claims as per the existing Government Orders;

(f) all matters in relation to grant or rejection of leaves.

(g) all matters relating to disciplinary action against any Member, officer or employee;

(3) Manner of selection of officers and employees of the Authority:

(a) The Government shall constitute a Selection Committee with the following composition to make selections for officers and employees of the Authority;

(b) The Selection Committee shall consist of the Chair Person of the Authority, Principal Secretary to the Government, MA & UD department and Principal Secretary to the Government, Finance department;

(c) The Chairperson of the Authority shall be Chairman of the Selection Committee.

(d) The Selection Committee may devise its own procedure for selection of the officers and employees of the Authority.

(e) The Selection Committee shall follow the procedures prescribed for the Departmental Promotion Committees in the Government in making promotions for the officers and employees of the authority.

CHAPTER-VIII
POWERS AND FUNCTIONS OF THE AUTHORITY

24. Functioning of the Authority:

(1) The office of the regulatory authority shall be located at such place as may be determined by the Government by notification.

(2) The working days and office hours of the regulatory authority shall be the same as that of the Government.

(3) The official common seal and emblem of the regulatory authority shall be such as the Government may specify.

25. Additional powers of the Authority:

(1) In addition to the powers specified in sub-section (2) of section 35 the regulatory authority shall have the following additional powers:

(a) to require the promoter, allottee or real estate agent to furnish in writing such information or explanation or produce such documents within such reasonable time, as it may deem necessary;

(b) to requisition, subject to the provisions of sections 123 and 124 of the Indian Evidence Act, 1872 (Central Act No.1 of 1872), any public record or document or copy of such record or document from any office.

(2) The regulatory authority may call upon such experts or consultants from the fields of urban planning, urban land administration, disaster management, fire services, accountancy, real estate, , construction, architecture, structural engineering or engineering or from any other discipline as it deems necessary, to assist the regulatory authority in the conduct of any inquiry or proceedings before it.

(3) On receipt of the application in prescribed form and complete in all respects under section 4 read with rule 3 for registration of a project, the Authority may review the documents submitted along with the application under rule 3 and enquire, inter-alia, into the following matters and such other matters, as it may consider necessary, prior to grant of registration within the time prescribed under sub-section (1) of section 5, namely:-

(a) the nature of rights and interest of the promoter to the land which is proposed to be developed;

(b) extent and location of area of land proposed to be developed;

(c) layout plan of the project;

(d) financial, technical and managerial capacity of the promoter to develop the project;

(e) plan regarding the development works to be executed in the project; and

(f) conformity of development of the project with neighboring areas.

(4) The Authority may in the interest of the allottees, enquire into the payment of amounts imposed as penalty, interest or compensation, paid or payable by the promoter, in order to ensure that the promoter has not:

(a) withdrawn the said amounts from the account maintained as provided under sub clause (D) of clause (l) of sub-section (2) of section 4; or

(b) used any amounts paid to such promoter by the allottees for the real estate project for which the penalty, interest or compensation is payable, or any other real estate project;

(c) recovered the amounts paid as penalty, fine or compensation from the allottees of the relevant real estate project or any other real estate project.

26. Manner of recovery of interest, penalty and compensation:

Subject to the provisions of sub-section (1) of section 40, the recovery of the amounts due as arrears of land revenue shall be carried out in the manner provided in local laws.

27. Manner of implementation of order, direction or decisions of the adjudicating officer, the Authority or the Appellate Tribunal:

For the purpose of sub-section (2) of section 40, every order passed by the adjudicating officer, regulatory authority or Appellate Tribunal, as the case may be, under the Act or the rules and regulations made thereunder, shall be enforced by the adjudicating officer, regulatory authority or the Appellate Tribunal in the same manner as if it were a decree or order made by the principal civil court in a suit pending therein and it shall be lawful for the adjudicating officer, regulatory authority or Appellate Tribunal, as the case may be, in the event of its inability to execute the order, send such order to the principal civil court, to execute such order either within the local limits of whose jurisdiction the real estate project is located or in the principal civil court within the local limits of whose jurisdiction the person against whom the order is being issued, actually and voluntarily resides, or carries on business, or personally works for gain.

CHAPTER-IX

SERVICE CONDITIONS OF THE OFFICERS AND OTHER EMPLOYEES of THE AUTHORITY

28. Categories of officers and other employees of the Authority and Pay Scales:-

The nature and categories of the officers and other employees of the Authority shall be recommended by the Authority for consideration of the Government which shall be approved with or without modifications, as the case may be, by the Government.

29. Service conditions of the officers and other employees –
The conditions of service of the officers and employees of the Authority in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service, shall be regulated in accordance with such rules and regulations as are, from time to time, applicable to officers and employees of the Government and drawing the corresponding scales of pay.

30. Experts and consultants engaged:

(1) Consultants or experts may be engaged by the Authority with the prior approval of the Government:

(2) Monthly remuneration payable to the consultants and experts shall be as may be fixed by the Government;

(3) the consultant or expert shall not be deemed to be regular members of the staff borne on the establishment of the Authority;

(4) the consultant or expert may be appointed for a tenure of one year, extendable on year to year basis;

(5) the tenure of their appointment may be terminated by the Authority by serving one month's notice.

CHAPTER-X

REAL ESTATE APPELLATE TRIBUNAL

31. Establishment of Real Estate Appellate Tribunal:

The Government shall, within a period of one year from the date of coming into force of this Act, by notification, establish an Appellate Tribunal to be known as the Andhra Pradesh Real Estate Appellate Tribunal.

32. Composition of Appellate Tribunal:

The Appellate Tribunal shall consist of a Chairperson and three whole time Members of which one shall be a Judicial member, one Town Planning Technical and one Administrative Member, to be appointed by the Government.

33. Qualifications for appointment of Chairperson and Members:

(1) A person who is or has been a Judge of a High Court may be appointed as Chairperson;

(2) In the case of a Judicial Member he has held a judicial office in the territory of India for at least fifteen years or has been a member of the Indian Legal Service and has held the post of Additional Secretary of that service or any equivalent post, or has been an advocate for at least twenty years with experience in dealing with real estate matters;

(3) In the case of a Technical member, he is a person who is well-versed in the field of urban planning & development, housing, real estate development, infrastructure, economics, planning laws and possesses experience of at least twenty years in the field or who has held the post in the State Government in the equivalent cadre of Director of Town and Country Planning or an equivalent post in the Central Government.

(4) In the case of an Administrative member, he is a person who is well-versed in the field of urban development, economics, law, Commerce, Accountancy, Industry, Management, Public Affairs or Administrative and possesses experience of at least twenty years in the field or who has held the post in the Central Government, or a State Government equivalent to the post of Additional Secretary to Government of India or an equivalent post in the Central or State Government.

34. Manner of selection of members of the Appellate Tribunal:

(1) The Judicial members and Technical or Administrative members shall be appointed by the Government on the recommendations of a Selection Committee constituted by the Government consisting of

Chief Justice of High Court of the State or his nominee, Additional Chief Secretary or Principal Secretary or Principal Secretary to Government Municipal Administration and Urban Development Department and Additional Chief Secretary or Principal Secretary or Secretary to Government, Law Department.

(2) The Chairperson of the Appellate Tribunal shall be appointed by the Government in consultation with the Chief Justice of High Court of the State or his nominee.

(3) The Chief Justice of the High Court or his nominee shall be the Chairman of the Selection Committee.

(4) All members of the Committee including the Chairman shall be present at the time of meeting of the Committee.

(5) The Notice or the Agenda, as the case may be, for the meeting of the Selection Committee shall be issued in advance. The date and venue for the meeting shall be fixed within the convenience of the Chairman of Selection Committee.

(6) The Selection Committee may devise its own procedure as deem fit including the appointment of Search Committee and may lay down guidelines and procedure to invite applications from eligible persons as per the qualifications specified and also the process of interview for selection of the Members who are possessing the requisite qualification and experience and suitable for appointment as a Members of the Regulatory Tribunal:

(7) The Selection Committee shall make its recommendation to the Government within a period of sixty days from the date of reference made under sub-rule (1).

(8) The Selection Committee shall recommend in the form of a panel of not more than two persons in order of preference separately for each vacancy or posts to the State Government for consideration.

(9) The State Government shall on the basis of the recommendations of the Selection Committee make a list of persons selected for appointment as Members and the said list shall be valid for a period of two years.

(10) The Government shall within thirty days from the date of the recommendation by the Selection Committee, appoint one of the two persons recommended by the Selection Committee for each vacancy or post of the Members, as the case may be.

35. Salary and allowances payable and other terms and conditions of service of Chairperson and Members of the Appellate Tribunal

(1) The salaries and allowances payable to the Chairperson and Members of the Appellate Tribunal shall be as follows:

(a) The Chairperson shall be paid a monthly salary equivalent to the last drawn salary by such person, as a Judge of a High Court;

(b) The whole-time Member shall be paid a monthly salary equivalent to the last drawn salary at the post held by such

person, prior to his appointment as a Member of the Appellate Tribunal;

(c) Every full-time Member, who is not a servant of the Government, shall be paid a monthly salary equivalent to the Additional Secretary to the Government of India;

(d) Every part-time Member, who is not a servant of the Government, shall be paid a sitting fee for each day he attends the meetings of the Appellate Tribunal as may be determined by the government, from time to time.

(2) The Chairperson and every other Member shall be entitled to thirty days of earned leave for every year of service.

(3) The other allowances and conditions of service of the Chairperson and the whole time Member shall be as admissible to a Judge of High Court or Additional Secretary to Government on India as the case may be-

Provided that such entitlement shall not be less than what he is otherwise eligible in case of serving Government servant.

(4) The term of office of the Chairperson and the Members shall be such as provided in Section 47.

36. Retirement from Government Service:

A person in the service of the Government, on his selection as a Member, shall have to retire from service before entering upon his office as a Member.

37. Oath of Office and Secrecy:

Every person appointed to the Chairperson under the Act shall, before entering upon his office, make and subscribe an oath of office and secrecy.

38. Declaration of financial or other interest:

Before appointment, the Chairperson and the Member shall have to give an undertaking that he does not and will not have any such financial or other interest as is likely to affect prejudicially his functions as such Chairperson or Member.

39. Residuary provision:

Matters relating to the terms and conditions of service of the Chairperson or Member, with respect to which no express provision has been made in these rules, shall be referred by the Appellate Tribunal to the State Government for its decision.

40. Administrative powers of the Chairperson of the Appellate Tribunal:

(1) The Chairperson of the Appellate Tribunal shall obtain the prior approval of the State Government with regard to the following:

(a) all matters pertaining to creation and abolition of posts;

(b) all matters pertaining to pay and allowances of the officers and staff of the Appellate Tribunal;

(c) permission for hiring of vehicles for official use;

(2) The Chairperson of the Appellate Tribunal is competent to exercise the following powers subject to control and review by the Government.

(a) To make appointments to the posts of the officers and employees of the Appellate Tribunal from the panel prepared by the Selection Committee;

(b) acceptance of resignations by any Member, officer or employee;

(c) Making arrangements for officiating against sanctioned posts;

(d) all matters in relation to reimbursement of medical claims as per the existing Government Orders;

(e) all matters in relation to grant or rejection of leaves.

(f) all matters relating to disciplinary action against any Member, officer or employee;

(3) Manner of selection of officers and employees of the Appellate Tribunal:

(a) The Government shall constitute a Selection Committee with the following composition to make selections for officers and employees of the Appellate Tribunal;

(b) The Selection Committee shall consist of the Chair Person of the Appellate Tribunal, Principal Secretary to the Government, Municipal Administration & Urban Development Department and Principal Secretary to the Government, Finance department;

(c) The Chairperson of the Appellate Tribunal shall be Chairman of the Selection Committee.

(d) The Selection Committee may devise its own procedure for selection of the officers and employees of the Appellate Tribunal.

(e) The Selection Committee shall follow the procedures prescribed for the Departmental Promotion Committees in the Government in making promotions for the officers and employees of the Appellate Tribunal.

41. Categories of officers and other employees of the Authority and Pay Scales:-

The nature and categories of the officers and other employees of the Tribunal shall be recommended by the Tribunal for consideration of the Government which shall be approved with or without modifications, as the case may be, by the Government.

42. Service conditions of the officers and other employees –

The conditions of service of the officers and employees of the Appellate Tribunal in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service, shall be regulated in accordance with such rules and regulations as are, from time to time, applicable to officers and employees of the Government and drawing the corresponding scales of pay.

43. Additional powers of the Appellate Tribunal:

The Appellate Tribunal may call upon such experts or consultants from the fields of economics, commerce, accountancy, real estate, construction, architecture or engineering or from any other discipline as it deems necessary, to assist the Appellate Tribunal in the conduct of any inquiry or proceedings before it.

44. Form for filing Appeal and the fees payable:

(1) Every appeal filed under sub-section (1) of section 44 shall be accompanied by a fee of rupees one thousand in the form of a demand draft drawn on a nationalized bank in favour of the Appellate Tribunal and payable at the main branch of that Bank at the station where the seat of the said Appellate Tribunal is situated.

(2) Every appeal shall be filed as per **Form 'L'** along with the following documents:
(a) An attested true copy of the order against which the appeal is filed;
(b) Copies of the documents relied upon by the appellant and referred to in the appeal;
(c) An index of the documents.

(3) Procedure for filing the appeal shall be as decided by the Appellate Tribunal.

45. Procedure for inquiry of the charges against the Chairperson or Member of the Authority or the Appellate Tribunal:

(1) In the event of the Government becoming aware of occurrence of any of the circumstances specified in clause (d) or clause (e) of sub-section (1) of section 26 in case of a Chairperson or Member of the regulatory authority or as specified under sub-section (1) of section 49 in case of a Chairperson or Member of the Appellate Tribunal, by receipt of a complaint in this regard or suo motu, as the case may be, the Government shall make a preliminary scrutiny with respect to such charges against the Chairperson or any Member of the regulatory authority or Appellate Tribunal, as the case may be.

(2) If, on preliminary scrutiny, the Government considers it necessary to investigate into the allegation, it shall place the complaint, if any, together with supporting material as may be available, before a Judge of the High Court.

(3) The Government shall forward to the Judge, copies of-

(a) the statement of charges against the Chairperson or Member of the regulatory authority or Appellate Tribunal, as the case may be; and

(b) material documents relevant to the inquiry.

(4) The Chairperson or Member of the Authority or Appellate Tribunal, as the case may be, shall be given a reasonable opportunity of being heard with respect to the charges within the time period as may be specified in this behalf by the Judge.

(5) Where it is alleged that the Chairperson or Member Appellate Tribunal is unable to discharge the duties of his office efficiently due

to any physical or mental incapacity and the allegation is denied, the Judge may arrange for the medical examination of the Chairperson or Member of the Appellate Tribunal.

(6) After the conclusion of the investigation, the Judge shall submit his report to the Government stating therein his findings and the reasons thereof on each of the articles of charges separately with such observations on the whole case as he thinks fit.

(7) Thereafter, the Government shall in consultation with the Chief Justice of the High Court decide to either remove or not to remove the Chairperson or Member of the Regulatory Authority or Appellate Tribunal, as the case may be.

46. Powers of the designated Judge:

(1) The designated Judge shall not be bound by the procedure laid down by the Code of Civil Procedure, 1908(Central Act No.5 of 1908), but shall be guided by the principles of natural justice and shall have power to regulate his own procedure including the fixing of places and time of the enquiry.

(2) The designated Judges shall have, for the purposes of discharging his functions under these rules, the same powers as vested in a civil court under the Code of Civil Procedure, 1908 (Central Act No.5 of 1908), while trying a suit, in respect of the following matters, namely :-

(a) summoning and enforcing the attendance of any person and examining him on oath;
(b) requiring the discovery and production of document;
(c) receiving evidence on affidavits; and
(d) subject to the provisions of sections 123 and 124 of the Indian Evidence Act, 1872 (Central Act No.1 of 1872), requisitioning any public record or document or copy of such record or document from any office.

CHAPTER-XI
OFFENCES AND PENALTIES

47. Terms and conditions and the fine payable for compounding of offence:

(1) The court shall, for the purposes of compounding any offence specified under section 70, accept a sum of money as specified in the Table below:

S. No.	Offence	Money to be paid for compounding the offence
1	Imprisonment under sub section (2) of section 59	10% of the estimated cost of the real estate project.
2	Imprisonment under section 64	10% of the estimated cost of the real estate project.
3	Imprisonment under section 66	10% of the estimated cost of the plot, apartment or building, as the case may be, of the real estate project, for which the sale or purchase has been facilitated.
4	Imprisonment under section 68	10% of the estimated cost of the plot, apartment or building, as the case may be.

"Provided that the Government may, by notification in the official gazette, amend the rates specified in the table above."

(2) On payment of the sum of money in accordance with the table above, any person in custody in connection with that offence shall be set at liberty and no proceedings shall be instituted or continued against such person in any court.

(3) The acceptance of the sum of money for compounding an offence in accordance with the table above, by the Court shall be deemed to amount to an acquittal within the meaning of section 300 of the Code of Criminal Procedure, 1973.

(4) The promoter, allottee or real estate agent, as the case may be, shall comply with the orders of the regulatory authority or the Appellate Tribunal, within the period specified by the court, which shall not be more than 30 days from the date of compounding of the offence.

48. Manner of filing a complaint with the regulatory authority and the manner of holding an inquiry by the regulatory authority:

(1) Any aggrieved person may file a complaint with the regulatory authority for any violation under the Act or the rules and regulations made thereunder, save as those provided to be adjudicated by the adjudicating officer, as per Form 'M' which shall be accompanied by a fee of rupees one thousand in the form of a demand draft drawn on a nationalized bank in favour of regulatory authority and payable at the main branch of that bank at the station where the seat of the said regulatory authority is situated.

(2) The regulatory authority shall for the purposes of deciding any complaint as specified under sub-rule (1), follow summary procedure for inquiry in the following manner:

(a) Upon receipt of the complaint the regulatory authority shall issue a notice along with particulars of the alleged contravention and the relevant documents to the respondent;

(b) The notice shall specify a date and time for further hearing;

(c) On the date so fixed, the regulatory authority shall explain to the respondent about the contravention alleged to have been committed in relation to any of the provisions of the Act or the rules and regulations made thereunder and if the respondent:

(i) pleads guilty, the regulatory authority shall record the plea, and pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations, made thereunder;

(ii) does not plead guilty and contests the complaint the regulatory authority shall demand and explanation from the respondent;

(d) In case the regulatory authority is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint;

(e) In case the regulatory authority is satisfied on the basis of the submissions made that the there is need for further hearing into the complaint it may order production of documents or other evidence on a date and time fixed by it;

(f) The regulatory authority shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions;

(g) On the date so fixed, the regulatory authority upon consideration of the evidence produced before it and other records and submissions is satisfied that -

(i) the respondent is in contravention of the provisions of the Act or the rules and regulations made thereunder it shall pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations made thereunder;

(ii) the respondent is not in contravention of the provisions of the Act or the rules and regulations made thereunder the regulatory authority may, by order in writing, dismiss the complaint, with reasons to be recorded in writing.

(h) If any person fails, neglects or refuses to appear, or present himself as required before the regulatory authority, the regulatory authority shall have the power to proceed with the inquiry in the absence of such person or persons after recording the reasons for doing so.

49. Manner of filing a complaint with the adjudicating officer and the manner of holding an inquiry by the adjudicating officer:

(1) Any aggrieved person may file a complaint with the adjudicating officer for compensation under section 12, 14, 18 and 19 as per Form 'N' which shall be accompanied by a fee of rupees one thousand in the form of a demand draft drawn on a nationalized

bank in favour of regulatory authority and payable at the main branch of that bank at the station where the seat of the said regulatory authority is situated.

(2) The adjudicating officer shall for the purposes of adjudging compensation follow summary procedure for inquiry in the following manner:

(a) Upon receipt of the complaint the adjudicating officer shall issue a notice along with particulars of the alleged contravention and the relevant documents to the promoter;

(b) The notice shall specify a date and time for further hearing;

(c) On the date so fixed, the adjudicating officer shall explain to the promoter about the contravention alleged to have been committed in relation to any of the provisions of the Act or the rules and regulations made thereunder and if the promoter:

(i) pleads guilty, the adjudicating officer shall record the plea, and award such compensation as he thinks fit in accordance with the provisions of the Act or the rules and regulations, made there under;

(ii) does not plead guilty and contests the complaint the adjudicating officer shall demand and explanation from the promoter;

(d) In case the adjudicating officer is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint;

(e) In case the adjudicating officer is satisfied on the basis of the submissions made that the there is need for further hearing into the complaint it may order production of documents or other evidence on a date and time fixed by him;

(f)The adjudicating officer shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions;

(g) On the date so fixed, the adjudicating officer upon consideration of the evidence produced before him and other records and submissions is satisfied that the promoter is-

(i) liable to pay compensation, the adjudicating officer may, by order in writing, order payment of such compensation, as deemed fit by the promoter to the complainant; or

(ii) not liable to any compensation, the adjudicating officer may, by order in writing, dismiss the complaint, with reasons to be recorded in writing.

(h) If any person fails, neglects or refuses to appear, or present himself as required before the adjudicating officer, the adjudicating officer shall have the power to proceed with the inquiry in the absence of such person or persons after recording the reasons for doing so.

CHAPTER-XII
MISCELLANEOUS

50. Interpretation:

If any question arises relating to the interpretation of these rules or when express provision has not been made in these rules about a particular matter,

the same shall be referred to the Government for its decision and decision of the Government shall be binding.

51. Residuary provision:

Matters relating to the terms and conditions of service of the Chairperson or a Member, with respect to which no express provision has been made in these rules, shall be referred by the Authority to the Government for its decision, and the decision of the Government thereon shall be applicable to the Chairperson or Member, as the case may be.

52. Power to relax:

The Government shall have power to relax any provision of these rules in respect of Chairperson or any other Member for reasons to be recorded.

CHAPTER-XIII
BUDGET AND REPORT

53. Budget, Accounts and Audit:

The regulatory authority shall prepare a budget, maintain proper accounts and other relevant records and prepare an annual statement of accounts as provided in section 77 as per Form 'O'.

54. Report and Returns:

The regulatory authority shall prepare its annual report as provided in section 78 as per Form 'P'.

R. KARIKAL VALAVEN
PRINCIPAL SECRETARY TO GOVERNMENT

SECTION OFFICER

FORM- 'A'
[See rule 3-A (1), 3(2)]

APPLICATION FOR REGISTRATION OF PROJECT

To

The real Estate Regulatory Authority

Sir,

I/We hereby apply for the grant of registration of my/our project to be set up at ____________________Taluk _________________District _______________ State ___________.

1. The requisite particulars are as under:-
   (i) Statues of the applicant, whether individual/ company / proprietorship firm/ societies/ partnership form/ competent authority:
   (ii) In case of individual-
      (a) Name
      (b) Father's Name
      (c) Occupation
      (d) Permanent address
      (e) Photograph

OR

In case of firm / societies / trust / companies / limited liability partnership / Competent authority-

(a) Name
(b) Address
(c) Copy of registration certificate
(d) Main objects
(e) Name, photograph and address of chairmen of the governing body / partners / directors etc.

(iii) PAN No.___________________:

(iv) Name and address of the bank or banker with which account in terms of section 4 (2)(I)(D) of the Act will be maintained :

(v) Details of project land held by the applicant ____________:

(vi) Brief details of the projects lunched by the promoter in the last five years, whether already completed or being developed, as the case may be, including the current statues of the said projects, any delay in its completion, details of cases pending , details of types of land and payments pending etc.

(vii) Agency to take up external development works Local Authority / Self Development;

(viii) Registration fee by way of a demand draft dated_______________drawn on ___________________bearing no.___________ for an amount of Rs__________________ /- calculated as per sub rule (3) of rule 3;

(ix) Any other information the applicant may like to furnish.

2. I/we enclose the following documents in triplicate, namely;-

(i) authenticated copy of the PAN card of the promoter;

(ii) audited balance sheet of the promoter for the preceding financial year and income tax returns of the promoter for three preceding financial years;

(iii) copy of the legal title deed reflecting the title of the promoter to the land on which development is proposed to be developed along which legally valid documents with authentication of such title, if such land is owned by another person;

(iv) the details of encumbrances on the land on which development is proposed including any rights, title, interest or name of any party in or over such land along with details;

(v) where the promoter is not the owner of the land on which developments is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement , development agreement , joint development agreement or any other agreement , as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land proposed to be developed;

(vi) an authenticated copy of the approvals and commencement certificate from the competent authority obtained in accordance with the laws as may be applicable for the real estate project motioned in the application, and where the project is proposed to be developed in phase, an authenticated copy of the approvals and commencement certificate from the competent authority for each of such phases;

(vii) the sanctioned plan, layout plan and specification of the proposed project or the phase thereof, and the whole project as sanctioned by the competent authority;

(viii) the plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire – fighting facilities drinking water facilities, emergency evacuation services, use of renewable energy;

(ix) the location details of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and longitude of the end points of the project;

(x) proforma of the allotment letter, agreement for sale, and the conveyance deed proposed to be singed with the allottees;

(xi) the number, type and the carpet area of apartments for sale in the project along with the area of the excusive balcony or veranda areas and the exclusive open terrace areas apartment with the apartment, if any;

(xii) the number and area of garage for sale in the project;

(xiii) the number of open parking areas available in the real estate project;

(xiv) the names and addresses of his real estate agents, if any, for the proposed project;

(xv) the names and addresses of the contractors, architect, structural engineer, if any and other persons concerned with the development of the proposed project;

(xvi) a declaration in FORM'B'.

3. I/We solemnly affirm and declare that the particulars given in herein are correct to my / our knowledge and belief.

Dated:
Place:

Yours faithfully,

Signature and seal of the
applicants(s)

FORM - 'B'

[See rule 3B-(2) (n)]

DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE PROMOTER ANY PERSON AUTHORIZES BY THE PROMOTER

Affidavit cum Deceleration

Affidavit cum declaration of Mr./Ms.____________________Promoter of the proposed project/ duly authorized by the promoter of the proposed project, vide its/ his/their authorized dated__________ ;
I,________________promoter of the proposed project/ duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That I/promoter have/ has a legal title to the land on which the development of the project is proposed

   OR
   Have/has a legal title to the land on which the development of the proposed project is to be carried out

   AND

   a legally valid authentication of title of such land along with an authorised copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.
2. That the said land is free from all encumbrances.

   OR
   That details of encumbrances including details of any rights, title, interest or name of any party i or over such land , along with details.

3. That the time period within which the project shall be completed by me/promoter is______________ .

4. That seventy per cent of the amount realised by me / promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to over the cost of construction and the land cost and shall be used only for the purpose.

5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.

6. That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.

7. That I / promoter shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

8. That I/promoter shall take all the pending approvals on time, from the competent authorities.

9. That I / promoter have / has furnished such other documents as have been prescribed by the rules and regulations made under the act.

10. That I/ promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

Deponent

Verification

The contents of my above Affidavit cum declaration are true and correct and nothing material has been concealed by me there form.

Verified by me at _______________on this___________________days of ______ ______.

Deponent

FORM – "C'

(SEE Rule – 6A (3))

REGISTRATION CERTIFICATE OF PROJECTY

This registration is granted under section 5 of the Act to the following project under project registration number…………………..

(Specify Details of Project including the project address):

1. (In the case of an individual) Mr. Ms………………………………………….. son of Mr.Ms………………………..
   Taluk………………………………District………………………..State………………………..

   OR

   (in the case of a firm / society / company / competent authority) ....society/ company competent authority……………………having its registered office / principal place of business at…………………..

2. This registration is granted subject to the following condition namely:-
   (i) The promoter shall enter into an agreement for sale with the allottees as provided in "Annexure A"

   (ii) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be of the apartment or the common areas as per section 17;

   (iii) The promoter shall deposit seventy percent of the amounts realized by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4;

   (iv) The registration shall e valid for a period of ……………years commencing from ……………….. and ending with……………………….. unless renewed by the Real Estate Regulatory Authority in accordance with section 6 read with rule 7 of the Act.

   (v) The promoter shall comply with the provisions of the Act and the rules and regulations made there under.

   (vi) The promoter shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed.

3. If the above mentioned conditions are not fulfilled by the promoter, the regulatory authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:
Place:

Signature and seal of the Authorized Officer
Real Estate Regulatory Authority.

FORM "D"
(See rule 6-B (6), rule 7 (4): rule:8)

INTIMATION OF
REJECTION OF APPLICATION FOR REGISTRATION OF PROJECT / REJECTION OF APPLICATIONS FOR EXTENSION OF REGISTRATION OF PROJECTG / REVOCATION OF REGISTRATION OF PROJECT

From :

The Real Estate Regulatory Authority,

To

Application / Registration No:……………………………………..

Dated:…………………………………………..

You are hereby informed that your application for registration of your project is rejected

OR

You are hereby informed that your application for extension of the registration of your project is rejected.

OR

You are hereby informed that the registration granted to your project is hereby revoked

for the reasons set out:…………………………………..

Place:
Dated:

Signature and seal of the Authorized
Officer Real Estate Regulatory Authority.

FORM "E"
(See rule 7 (1))

APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT

From

To

The Real Estate Regulatory Authority.

Sir,

I / We hereby apply for renewal of registration of the following Projects:

Registered with the regulatory authority vide project registration certificate bearing No………………. which expires on………………………………..

As required I / We submit the following documents and information, namely:-

(i) A demand Draft No…………………………dated…………………………..for rupees……………………………. In favour of …………………………….drawn on ……………………………bank as extension fee as provided under sub-rule (2) of rule 7:
(ii) Authenticated Plan of the project showing the stage of development works undertaken till date:
(iii) Explanatory note regarding the state of development works in the project and reason for not completing the development works in the project within the period declared in the declaration submitted in Form "B" at the time of making application for the registration of the project………………………………..
(iv) Authenticated copy of the permission approval from the competent authority which is valid for a period which is longer than the proposed term of extension of the registration sought from the regulatory authority:
(v) The original project registration certificate; and
(vi) Any other information as may be specified by regulations.

Place:
Date:

Yours faithfully,

Signature and seal of the applicant(s)

FORM "F'

(See rule 7(4))

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT

This extension of registration is granted under section 6 of the Act, to the following Project: ………………………………………………………………………………………… registered with the regulatory authority vide project registration certificate bearing No……..of

1. (in the case of an individual) Mr. / Ms………………………………………………………….. son of Mr. Ms………………………………………….Taluk…………………………….District…………………..State………

OR

(In the case of a firm / society / company / competent authority)……………………firm/ society / company / competent authority ………………………….having in registered office/principal place of business at…………………………..

2. This renewal of registration is granted subject to the following conditions, namely:-

   (i) The promoter shall execute and register a conveyance deed in favour of the allotee or the association of the allottees, as the case may be, of the apartment or the common areas as per section 17:

   (ii) The promoter shall deposit seventy percent of the amounts realized by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (1) of sub-section (2) of section 4:

   (iii) The registration shall be valid for a period of ………………………years commencing from ………………………..and ending with……………………..unless renewed by the Real Estate Regulatory Authority in accordance with section 6 read with rule:7 of the Act.

   (iv) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder:

   (v) The promoter shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed.

   (vi) If the above mentioned conditions are not fulfilled by the promoter the regulatory authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder:

Dated:
Place:

Signature and seal of the Authorised Officer
Real Estate Regulatory Authority.

FORM "G"
(See rule 10(1))

APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT

To
The Real Estate Regulatory Authority

Sir,

I / We beg to apply for the grant of registration as a real estate agent to facilitate the sale on purchase of any plot, apartment or building, as the case may be in real estate project registered in the ………………………State of Andhra Pradesh in terms of the Act and the rules and regulations made thereunder,

1. (in the case of an individual) Mr. / Ms…………………………………………………….son of Mr. Ms……………………………………………..Taluk…………………………..District……………….State……….

   OR

   (In the case of a firm / society / company)……………………..firm / society / company ……………………………..having its registered office / principal place of business at……………………

2. The requisite particulars are as under:

   (i) Status of the applicant, whether individual / company / proprietorship firm / societies / partnership firm / limited liability partnership:

   (ii) In case of individual:-
   (a) Name:
   (b) Father's name
   (c) Occupation
   (d) Permanent address
   (e) Photograph

   OR

   In case of firm / societies/companies:-
   (a) Name:
   (b) Address
   (c) Copy of registration certificate
   (d) Major activities
   (e) Name, Photography and address of partners/directors etc:

   (iii) Income tax returns filed under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application a declaration to such effect:

   (iv) Particulars of registration including the bye-laws, memorandum of association, articles of association etc; as the case may be;

(v) Authenticated copy of the address proof of the place of business:
(vi) Details of registration in any other State:
(vii) Any other information the applicant may like to furnish

3. I / We enclose the following documents along with namely:-

    (i) Demand Draft No……………………………dated………………………..for a sum of Rs………………. In favour of ………………………drawn on …………………………..bank as registration fee as per sub-rule (2) of rule 10;
    (ii) In come tax returns of the last 3 years or declaration as the case may be:
    (iii) Authenticated copy of the PAN card of the real estate agent: and
    (iv) Authenticated copy of the registration as a real estate agent in any other State, if applicable:

4. I / We solemnly affirm and declare that the particulars given in herein are correct to my / our knowledge and belief.

Dated:
Place:

Yours faithfully,

Signature and seal of the applicant(s).

FORM "H""

[See rule 11(I)]

REGISTRATION CERTIFICATE OF REAL ESTATE AGENT

1. This registration is granted under section 9 of the Act with registration certificate bearing No.______to____

   (in the case of an individual) Mr./Ms.______________________ son of

   Mr./Ms.__________________Taluk___________District__________

   OR

   (in the case of a firm / society / company) _____________ firm / society/company ___________________having is registered office / principal place of business at _____________

   To act as a real estate agent to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in real estate projects registered in the ______________State of Andhra Pradesh in terms of the Act and the rules and regulations made thereunder.

2. This registration is granted subject to the following conditions, namely:-
   (i) The read estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the regulatory authority:
   (ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 14;
   (iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10;
   (iv) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be.
   (v) The real estate agent shall comply with the provisions of the Act and the rules and regulations made there under;

(vi) The real estate agent shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed;

(vii) The real estate agent shall discharge such other functions as may be specified by the regulatory authority by regulations;

3. The registration is valid for a period of five years commencing from __________ and ending with___________ unless renewed by the regulatory authority in accordance with the provisions of the Act or the rules and regulations made thereunder.

4. If the above mentioned conditions are not fulfilled by the real estate agent, the regulatory authority may take necessary action against the real estate agent including revoking the registration granted herein, as per the Act and rules and regulations made thereunder.

Dated:

Place

Signature and seal of the Authorised Officer
Real Estate Regulatory Authority

FORM "I"

(See rule 11 (2), 12(4), 13)

INTIMATION OF REJECTION OF APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT / REJECTION OF APPLICATION FOR RENEWAL OF REGISTRATION OF REAL ESTATE AGENT / REVOCATION OF REGISTRATION OF REAL ESTATE AGENT

From:

The Real Estate Regulatory Authority,

TO

Application / Registration No:______________________

Dated:__________________________

You are hereby informed that your application for registration as real estate agent is rejected.

OR

You are hereby informed that your application for the renewal of the registration as real estate agent is rejected.

OR

You are hereby informed that the registration granted to you as real estate agent is hereby revoked.

For the reasons set out:-__________________________

Place:
Dated:

Signature and seal of the Authorised Officer
Real Estate Regulatory Authority

FORM "J"

[See rule 12(I)]

APPLICATION FOR RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

From:

To:

The Real Estate Regulatory Authority.

Sir,

I/We beg to apply for renewal my/our registration as a real estate agent under registration certificate bearing No.___________ which expires on_______________

As required I/we submit the following documents and information, namely:-

(i) A demand draft No ._______________Dated:_________________ for rupees____________ in favour of _____________________________drawn on ___________ bank as renewal fee;

(ii) The original registration certificate; and

(iii) Status of the applicant, whether individual / company / proprietorship firm / societies / partnership firm / limited liability partnership;

(iv) In case of individual-

(a) Name
(b) Father's Name
(c) Occupation
(d) Permanent address
(e) Photograph

OR

In case of firm / societies / companies-

(a) Name

(b) Address
(c) Copy of registration certificate
(d) Major activities
(e) Name, photograph and address of partners/directors.

(v) income tax returns filed under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effect;

(vi) Particulars of registration including the bye-laws, memorandum of association, articles of association etc., as the case may be;

(vii) authenticated copy of the address proof of the place of business;

(viii) Details of registration in any other State;

(ix) Any other information as specified by regulations.

Dated:
Place:

Yours faithfully,

Signature and seal of the applicant(s)

FORM "K"

(See rule 12(4))

RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

1. This renewal of registration is granted under section 9 of the Act to-

   (in the case of an individual) Mr./Ms. ______________________son of Mr./Ms.______________________Taluk______________District________Sta te_______________________

   OR

   (in the case of a firm / society / company) ________________firm / society / company ___________________having its registered office / principal plce of business at___________________________

   In continuation to registration certificate bearing No.____________________ of______________

2. This renewal of registration is granted subject to the following conditions, namely:-

   (i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the regulatory authority.

   (ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 14;

   (iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10';

   (iv) The real estate agent shall facilitate the possession of all documents, as the allottee is entitled to, at the time of booking of any plot, apartment or building, as the case may be.

   (v) The real estate agent shall provide assistance to enable the allottee and promoter to exercise heir respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be.

(vi) The real estate agent shall comply with the provisions of the Act and the rules and regulations made thereunder;

(vii) The real estate agent shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed:

(viii) The real estate agent shall discharge such other functions as may be specified by the regulatory authority by regulations;

3. The registration is valid for a period of five years commencing from________ and ending with ___________________unless renewed by the regulatory authority in accordance with the provisions of the Act or the rules and regulations made thereunder.

4. If the above mentioned conditions are not fulfilled by the real estate agent, the regulatory authority may take necessary action against the real estate agent including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:
Place:

Signature and seal of the Authorised Officer
Real Estate Regulatory Authority

FORM 'L'

[See Rule 34 (2)]

APPEAL TO APPELLATE TRIBUNAL

Appeal under Section 44 of the Act.

Every appeal shall be filed in English and in case it is in some other Indian Language, it shall be accompanied by a copy translated in English and shall be fairly and legibly type-written, lithographed or printed in double spacing on one side of standard petition paper with an inner margin of about four centimetres width on top and with a right margin on 2.5 cm, and left margin of 5 cm, duly paginated, indexed and stitched together in paper book form.

For use of Appellate Tribunal's Office :

Date of filing : ____

Date of receipt by post : ____________________________________

Registration No. : ____

Signature : ____

Registrar : ____

IN THE REAL ESTATE APPELLATE TRIBUNAL (Name of place)

Between :

____ (Appellant(s))

And :

____ (Respondent(s))

Details of appeal :

1. Particulars of the appellants :

    (i) Name of the Appellant :
    (ii) Address of the existing office / residence of the Appellant :
    (iii) Address for service of all Notices :

2. Particulars of the Respondents :

    (i) Name(s) of Respondent(s) :
    (ii) Office address of the Respondent(s) :
    (iii) Address for service of all Notices :

3. Jurisdiction of the Appellant Tribunal :

    The appellant declares that the subject matter of the appeal falls within the jurisdiction of the Appellate Tribunal.

4. Limitation :

The appellant declares that the appeal is within the limitation specified in sub-section (2) of Section 44.

Or

If the appeal is filed after the expiry of the limitation period specified under sub-section (2) of Section 44 specify reasons for delay ___________________

5. Facts of the case :

(give a concise statement of facts and grounds of appeal against the specific order of regulatory authority or the adjudicating officer, as the case may be passed under section(s) _______________________ of the Act.

6. Relief(s) sought :

In view of the facts mentioned in paragraph 5 above, the appellant prays for the following relief(s) ____
[Specify below the relief(s) sought explaining the grounds of relief(s) and the legal provisions (if any) relied upon]

7. Interim order, if prayed for :

Pending final decision on the appeal the appellant seeks issue of the following interim order;
[Giver here the nature of the interim order prayed for with reasons]

8. Matter not pending with any other court, etc. :

The appellant further declares that the matter regarding which this appeal has been made is not pending before any court of law or any other authority or any other tribunal(s).

9. Particulars of Bank Draft in respect of the fee in terms of sub-rule (1) of rule 28:

   (i) Amount
   (ii) Name of the Bank on which drawn
   (iii) Demand draft number

10. List of enclosures :

   (i) An attested true copy of the order against which the appeal is filed
   (ii) Copies of the documents relied upon by the appellant and referred to in the appeal.
   (iii) An Index of the documents

VERIFICATION

I ____ (name in full block letters), son/ daughter of _________________________________ the appellant do hereby verify that the contents of paragraphs [1 to 10] are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Place :

Date :

Signature of the appellant(s)

FORM 'M'

[See Rule 37 (1)]

COMPLAINT TO REGULARORY AUTHORITY

Complaint under section 31 of the Act.

For use of Regulatory Authority(s) Office :

Date of filing : ____

Date of receipt by post : ___________________________________

Complaint No. : ____

Signature : ____

Registrar : ____

IN THE REGULATORY AUTHORITIES OFFICE (Name of place)

Between :

____ (Appellant(s))

And :

____ (Respondent(s))

Details of claim :

1. Particulars of the complainant(s) :
   - (i) Name of the Complainant :
   - (ii) Address of the existing office / residence of the Complainant :
   - (iii) Address for service of all Notices :
2. Particulars of the Respondents :
   - (i) Name(s) of Respondent(s) :
   - (ii) Office address of the Respondent(s) :
   - (iii) Address for service of all Notices :
3. Jurisdiction of the Regulatory Authority :

   The complainant declares that the subject matter of the claim falls within the jurisdiction of the Regulatory Authority.

4. Facts of the case :

   (give a concise statement of facts and grounds of complaint)

5. Relief(s) sought :

   In view of the facts mentioned in paragraph 4 above, the complainant prays for the following relief(s) ____

[Specify below the relief(s) claimed explaining the grounds of relief(s) and the legal provisions (if any) relied upon]

6. Interim order, if prayed for :

   Pending final decision on the appeal the complaint seeks issue of the following interim order;

   [Giver here the nature of the interim order prayed for with reasons]

7. Complaints not pending with any other court, etc. :

   The complainant further declares that the matter regarding which this complaint has been made is not pending before any court of law or any other authority or any other tribunal(s).

8. Particulars of Bank Draft in respect of the fee in terms of sub-rule (1) of rule 36:

   (i) Amount
   (ii) Name of the Bank on which drawn
   (iii) Demand draft number

9. List of enclosures :

   [specify the details of enclosures with the complaint]

VERIFICATION

I ____ (name in full block letters), son/ daughter of ____________________________________ the complainant do hereby verify that the contents of paragraphs [1 to 9] are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Place :

Date :

Signature of the appellant(s)

FORM ‘N’

[See Rule 38 (1)]

APPLICATION TO ADJUDICATING OFFICER

Claim for compensation under section 31 read with section 71 of the Act.

For use of Adjudicating Officer’s Office :

Date of filing : ____

Date of receipt by post : ______________________________________

Application No. : ____

Signature : ____

Authorise Officer : ____

IN THE ADJUDICATING OFFICER’S OFFICE (Name of place)

Between :

____ (Applicant(s))

And :

____ (Respondent(s))

Details of claim :

1. Particulars of the applicant(s) :
   (i) Name of the Applicant :
   (ii) Address of the existing office / residence of the Applicant :
   (iii) Address for service of all Notices :
   (iv) Details of allottees apartment, plot or building

2. Particulars of the Respondents :
   (i) Name(s) of Respondent(s) :
   (ii) Office address of the Respondent(s) :
   (iii) Address for service of all Notices :
   (iv) Registration No. and address of project :

3. Jurisdiction of the Adjudicating Officer :

   The applicant declares that the subject matter of the claim falls within the jurisdiction of the Adjudicating Officer.

4. Facts of the case :

(give a concise statement of facts and grounds of claim against the promoter)

5. Compensation(s) sought :

   In view of the facts mentioned in paragraph 4 above, the applicant prays for the following compensation(s) ____

   [Specify below the compensation(s) claimed explaining the grounds of claim(s) and the legal provisions (if any) relied upon]

6. Claim(s) not pending with any other court, etc. :

   The applicant further declares that the matter regarding which this appeal has been made is not pending before any court of law or any other authority or any other tribunal(s).

7. Particulars of Bank Draft in respect of the fee in terms of sub-rule (1) of rule 36:

   (i) Amount
   (ii) Name of the Bank on which drawn
   (iii) Demand draft number

8. List of enclosures :

   [specify the details of enclosures with the application]

VERIFICATION

I ____ (name in full block letters), son/ daughter of _____________________________________ the complainant do hereby verify that the contents of paragraphs [1 to 9] are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Place :

Date :

Signature of the appellant(s)

FORM 'Q'

[See rule 39]

ANNUAL STATEMENT OF ACCOUNTS

Receipts and Payments account

For the year ended____________________________

(In Rupees)

A/c Code	Receipts	Current year As on	Previous year As on	A/c Code	Payments	Current year As on	Previous year As on
1.	To Balance Brought down:			13.	By Chairperson and Members:		
1.1.	To Bank			13.1.	By pay and Allowances		
1.2.	To Cash in hand			13.2.	By Other benefits		
2.	To Fee, Charges and Fine:			13.3.	By Travelling expenses:		
2.1	To Fees			13.3.1.	By Overseas		
2.2.	To Charges			13.3.2.	By Domestic		
2.3.	To Fines			14.	By officers:		
2.4.	To Others (specify)			14.1.	By Pay and Allowances		
3.	To Grants:			14.2.	By Retirement Benefits		
3.1.	To Accounts With Government			14.3.	By Other benefits		
3.2.	To Others (specify)			14.4.	By Travelling expenses:		
4.	To Gifts			14.4.1.	By overseas		

5.	To Seminars and conferences			14.4.2.	By Domestic		
6	To Sale of Publications			15.	By Staff:		
7.	To Income on investments and Deposits :			15.1.	By Pay and Allowances		
7.1	To Income on Investments			15.2.	By Retirement Benefits		
7.2.	To Income on Deposits			15.3.	By Other Benefits		
8.	To Loans :			15.4.	By Travelling expenses:		
8.1.	To Government			15.4.1.	By overseas		
8.2.	To Others (specify)			15.4.2.	By Domestic		
9.	To Sale of Assets			16.	By Hire of Conveyance		
10.	To Sale on Investments			17.	By Wages		
11.	To Recoveries from pay bills			18.	By Overtime		
				19.	By Honorarium		
				20.	By Other office expenses		
				21.	By Expenditure on Research		
				22.	By Consultation		

					expenses		
				23.	By Seminars and conferences		
				24.	By Publications of Authority		
				25.	By Rent and Taxes		
				26.	By Interest and Loans		
				27.	By Promotional Expenses		
				28.	By Membership fee		
				29.	By Subscription		
				30.	By Purchase of Fixed Assets (Specify)		
				31.	By Investments and Deposits :		
				31.1.	By Investments		
				31.2.	By Deposits		
				32.	By Security Deposits		
				33.	By Loans and Advances to :		
				33.1.	By Employees:		

				33.1.1.	By Bearing Interest		
				33.1.2.	By Not Bearing Interest		
				33.2.	By Suppliers / contractors		
				33.3.	By others (specify)		
				34.	By Repayment of loan		
				35.	By Others		
				35.1.	By Leave Salary and Pension		
				35.2.	Contribution		
				35.3.	By Audit Fee		
				35.4.	By Misc:		
				36.	By Balance carried down:		
				36.1.	By Bank		
				36.2.	By Cash in Hand		
	Total				Total		

Member(s) (Signature) Chairperson
(Signature)

Income and Expenditure Account

For the 1st April ________________ to 31st March ______________________

A/c Code	Expenditure	Current year As on	Previous year As on	A/c Code	Income	Current year As on	Previous year As on
37.	To Chairperson and Members			61.	By fee, Charges and Fine		
37.1.	To Pay and Allowances			61.1.	By Fee		
37.2.	To Other benefits			61.2.	By Charges		
37.3.	To Travelling Expenses			61.3.	By Fines		
37.3.1.	To Overseas			61.4.	By Others (specify)		
37.3.2.	To Domestic			62.	By Grants		
38.	To Officers			62.1.	By Account with Government		
38.1.	To Pay and Allowances			62.2.	By others (Specify)		
38.2.	To retirement Benefits			63.	By Gifts		
38.3.	To Other Benefits			64.	By Seminars and Conferences		
38.4.	To Travelling Expenses			65.	By Sale of Publications		
38.4.1.	To Overseas			66.	By Income on investments and Deposits		
38.4.2.	To Domestic			66.1.	By Income on investments		
39.	To Staff			66.2.	By Income on Deposits		
39.1.	To Pay and Allowances			66.3.	By Interest on Loan and Advances		
39.2.	To Retirement Benefits			67.	By Miscellaneous		

39.3.	To Other Benefits			67.1.	By Gain on Sales		
39.4.	To travelling expenses			67.2.	By Excess of expenditure over income		
39.4. 1.	To Overseas			67.3	(Transferred to Capital Fund Accounts)		
39.4. 2.	To Domestic						
40.	To hire of Conveyance						
41.	To Wages						
42.	To Overtime						
43	To Honorarium						
44.	To Other office expenses						
45.	To expenditure on Research						
46.	To Consultation expenses						
47.	To Seminars and conferences						
48.	To Publications of Real Estate Regulatory Authority						
49.	To Rent and Taxes						
50.	To interest on loans						
51.	To Promotional Expenses						
52.	To membership fee						

53.	To Subscription						
54.	To Others						
54.1.	To Leave Salary and Pension						
54.2.	Contribution						
54.3.	To Audit Fee						
54.4.	To Misc						
55.	To Depreciation						
56.	To Loss on sale of assets						
57.	To Bad Debts written off						
58.	To Provision for bad & doubtful debts						
59.	To Excess of income over Expenditure						
60.	(Transferred to capital Fund Account						
	Total				Total		

Member(s) (Signature) (Signature)

Chairperson

Balance Sheet as on 31st march ______________.

(In Rupees)

A/c Code	Liabilities	Current year As on	Previous Year As on	A/c Code	Assets	Current year As on	Previous Year As on
68.	Funds			72.	Fixed Assets		
68.1	Capital Fund			72.1	Gross Block at Cost		
68.2	Add excess of Income over expenditure/less excess of Expenditure over Income			72.2	Less Cumulative depreciation		
68.3	Other Funds (Specify)			72.3.	Net Block		
69.	Reserves			73.	Capital Work- in – Progress		
70.	Loans			74.	Investments & Deposits		
70.1	Government			74.1	Investment		
70.2	Others			75	Loans and Advances		
71.	Current Liabilities and provisions			75.1	Account with Government		
				76.	Sundry Debtors		
				77.	Cash and Bank Balances		

				78.	Other Current Assets		
	Total				Total		
Accounting Policies and Notes:							

Members (s) (Signature) chairperson
(Signature)

FORM 'P'

[See rule 40]

ANNUAL REPORT TO BE PREPARED BY REGULATORY AUTORITY

I. Return on registration of promoters and real estate agents

A. In relation to Promoters:

Serial Number	**Name of promoter**	**Address of promoter**	**Description of project for which registration has been issued**	**Fee paid**	**Registration Number**	**Date of issue of registration**	**Date on which registration expires**	**Date of extension of registration with period of extension**	**Remark**
1	2	3	4	5	6	7	8	9	10

B. In relation to Real Estate Agents:

Serial No.	**Name of Real Estate Agent**	**Address of Real Estate Agent**	**Registration Fee paid**	**Date of issue of registration certificate**	**Date of which registration certificate expires**	**Date and period of renewal of registration certificate**	**Remark**
1	2	3	4	5	6	7	8

II. Return on number of cases filed before the regulatory authority and the adjudication officer for settlement of disputes and adjudicated upon.

Sl.No.	No. Of Cases pending in the last quarter by the regulatory authority	No. Of Cases received during the quarter by the regulatory authority	No. Of Cases disposed of by the regulatory authority

Sl.No.	No. Of Cases pending in the last quarter with the adjudication officer	No. Of Cases received during the quarter by the adjudicating officer	No. Of Cases disposed of by the adjudication officer

III. Statement on the periodical survey conducted by the regulatory authority to monitor the compliance of the provisions of the Act by the promoters, allottees and real estate agents.

Sl.No.	Survey conducted during the quarter with details	Observation of Authority	Remedial steps taken

IV. Statement on steps taken to mitigate any non-compliance of the provisions of the and the rules and regulations made thereunder by the promoters, allottees and real estate agents.

Sl.No.	Subject	Steps taken	Results achieved

V. Statements on penalty imposed by the regulatory authority for contraventions of the Act and directions of the regulatory authority and adjudication officer.

Sl.No.	Name of the Promoter	Details of the directions issued	Penalty imposed	Whether paid

Sl.No.	Name of the allottee	Details of the directions issued	Penalty imposed	Whether paid

Sl.No.	Name of the real estate agent	Details of the directions issued	Penalty imposed	Whether paid

FORM – Q

[See rule 6-A (1)]

ANDHRA PRADESH REAL ESTATE REGULATORY AUTHORITY

REGISTER OF APPLICATIONS FOR REGISTRATION OF THE PROJE

S. No.	Date of submission of Application	Application No.	Name of the Project	Name and Nature of Organization / Promoter & Address	Names of all the Directors/Partners/Office bearers of the Society	Registered address of all the Directors / Partners / Office bearers of the Society	Telephone No/ Email Address	
(1)	**(2)**	**(3)**	**(4)**	**(5)**	**(6)**	**(7)**	**(8)**	

Declarati on in Form – B submitte d YES/NO	Proposed for Land Development for plots/subdivisi ons or Construction of Building for apartments/ individual house /commercial / etc	Whether the project is propose d in phases. If yes give the details.	Extent of the propose d site [in Hecates /Acres/ Sq.m]	Survey Nos. and Name of the Village/ town in which the develop ment is propose d	Location details of the project along with its boundarie s including the latitude and Longitude of the end points	Sanctione d Plans obtained from the Competen t Authority. If yes, Permissio n order Number and date of approval	Propose d completi on Date of the project	Agree nt betwe the La Own and Promo autho ng t under e constr on i subm d. [YES/
(12)	**(13)**	**(14)**	**(15)**	**(16)**	**(17)**	**(18)**	**(19)**	**(20)**

FORM – R

[See rule 14 (5)]

ANDHRA PRADESH REAL ESTATE REGULATORY AUTHORITY

REGISTER OF ALLOTTEES

STATEMENT INDICATING PERSON WISE RECEIPTS AND DISBURSEMENT IN RESPECT OF SU FROM THE ALLOTTEES

S. No.	Name of the Project Including the Location details of the Project	Application No. of the Allottee and date	Name of the Allottee	Age, Address of the Allottee, PAN Number, Phone Number, Mail address etc.	Number of the Apartment /Building / Plot allotted	Carpet Area, Common Area and Total Area (in sq. m) / Plot Area(in sq. m)	Total Co unit, in commo provis amenitie taxes and for maint common
(1)	**(2)**	**(3)**	**(4)**	**(5)**	**(6)**	**(7)**	**(8**

FORM – S

[See rule 14 (5)]

ANDHRA PRADESH REAL ESTATE REGULATORY AUTHORITY

REGISTER OF ALLOTTEES

STATEMENT INDICATING PURPOSE WISE RECEIPTS IN RESPECT OF SUMS ACCEPTED AS

(Amount in Rs.)

S. No.	Name of the Project Locational details of the Project	Total Cost of the Project including common areas, provision of amenities, etc.	Type of component / Purpose	Estimated Cost	S A
(1)	(2)	(3)	(4)	(5)	

ANNEXURE 'A'
[See rule 3]
AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this __ day of ______, 20____,

By and Between

[*If the promoter is a company*]
________________ (CIN No. __________________), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at ____________________________ and its corporate office at __________________________ (PAN -______________), represented by its authorized signatory ____________________________ (Aadhar No. __________________) authorized *vide* board resolution dated _______________ hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

[OR]

[*If the promoter is a Partnership firm*]
________________________, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at ___________________________, (PAN ________________), represented by its authorized Partner __________________________, (Aadhar No. __________________) authorized *vide* _____________________, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners)**.**

[OR]

[*If the promoter is an Individual*]
Mr. / Ms. __________________________, (Aadhar No. __________________) son / daughter of ______________, aged about _________, residing at ____, (PAN ________________), hereinafter called the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

AND

[*If the Allottee is a company*]
__________________________, (CIN No.__________________) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at ____________________________, (PAN ______________), represented by its authorized signatory,

__________________, (Aadhar No. __________________) duly authorized *vide* board resolution dated ___________, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[*If the Allottee is a Partnership firm*]
_______________, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____________, (PAN ______________), represented by its authorized partner, _____________, (Aadhar No. __________________) authorized *vide* _____________________________, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners)**.**

[OR]

[If the Allottee is an Individual]
Mr. / Ms. ___________________, (Aadhar No. __________________) son / daughter of ______________, aged about _________, residing at _________________________________, (PAN __________________), hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]
Mr._______________, (Aadhar No. __________________) son of _________ aged about _________ for self and as the Karta of the Hindu Joint Mitakshara Family known as ______________ HUF, having its place of business / residence at ________________, (PAN ___________), hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

(A) The Promoter is the absolute and lawful owner of [survey nos.] [*Please insert land details as per local laws*] ___________ totally admeasuring _____

square meters situated at _____in Taluk & District_____________ ("**Said Land**") *vide* sale deed(s) dated ______________ registered as Documents No. ________ at the office of the Sub-Registrar;

[OR]

_________________ ("Owner") is the absolute and lawful owner of [survey nos.] [*Please insert land details as per local laws*] ___________ totally admeasuring _____ square meters situated at _____in Taluk & District_____________ ("**Said Land**") *vide* sale deed(s) dated ______________ registered as documents No. ________ at the office of the Sub-Registrar.

The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated ____________ registered as document No. __________ at the office of the Sub-Registrar;

(B) The Said Land is earmarked for the purpose of building a [commercial/residential/*any other purpose (to be specified)*] project, comprising _____ multistoried apartment buildings and [*insert any other components of the Projects*] and the said project shall be known as '__________________' ("**Project**");

[OR]

The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/*any other purpose (to be specified)*] project, comprising __________plots and [*insert any other components of the Projects*] and the said project shall be known as '__________________' ("**Project**"):

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

(C) The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

(D) The ___________________ [*Please insert the name of the concerned competent* authority] has granted the permission to develop the Project *vide* approval dated __________ bearing No. _________________________;

(E) The Promoter has obtained the final layout plan approvals for the Project from ______________________________________ [*Please insert the name of the concerned competent authority*]. The Promoter agrees and undertakes that it shall not make any changes to these layout plans as required under the except in strict compliance with section 14 of the Act and other laws as applicable and also hands over the required land meant for public purpose in the Layout such as Roads, Parks, Play grounds, etc. to the concerned Local Authority as per the Municipal Laws;

(F) The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at ___________ on _____________under registration No.______________;

(G) The Allottee had applied for an apartment in the Project *vide*application No. ___________ dated __________ and has been allotted apartment No. ___________ having carpet area of ______ square feet, type ________, on ____ floor in [tower/block/building] No._______ ("**Building**") along with garage/ parking no. __________ admeasuring ________ square feet in the _______________[*Please insert the location of the garage/ parking*], as permissible under the applicable law and of *pro rata* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

[OR]

The Allottee had applied for a plot in the Project *vide*application No. ___________ dated ___________ and has been allotted plot No. ___________ having area of ______ square feet and plot for garage/ parking admeasuring __________ square feet (*if applicable)]* in the _______________ [*Please insert the location of the garage/ parking*], as permissible under the applicable law and the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Plot**" more particularly described in **Schedule A**)excluding land meant for public purpose in Layout such as Roads, Parks, Play grounds, etc. handed over to the concerned Local Authority as per the Municipal Laws;

(H) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

(I) ____ ________________[*Please enter any additional disclosures/details*]

(J) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

(K) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

(L) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/ parking (if applicable) as specified in para G;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in para G;

1.2 The Total Price for the [Apartment/Plot] based on the carpet area is Rs. ____________________ (Rupees ____________________ only ("**Total Price**") (Give break up and description) :

S. No.	**Block/ Building / Tower No. or Name**	**Type**	**Floor**	**Apart ment No.**	**Rate of Apartment per square feet* (in Rs.)**	**Taxes (in Rs.)**	**Total Price (in Rs.)**
(A)	**(B)**	**(C)**	**(D)**	**(E)**	**(F)**	**(G)**	**(H)**

*Provide breakup of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed parking - 1	Price for 1
Garage/Closed parking - 1	Price for 1

[OR]

S. No.	**Block No. or Name**	**Type**	**Plot No.**	**Rate of Plot per square Yard or square meter**	**Taxes (in Rs.)**	**Total Price of the Plot (in Rs.)**
(A)	**(B)**	**(C)**	**(D)**	**(E)**	**(G)**	**(H)**

Explanation:

(i). The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];

(ii). The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in

connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

(iii). The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv). The Total Price of the [Apartment/Plot] includes: 1. *Pro rata* share in the Common Areas; and 2) ______ garage(s)/parking(s) as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** ("**Payment Plan**").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 [*Applicable in case of an apartment]* The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest

at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:

(i). The Allottee shall have exclusive ownership of the [Apartment/Plot];

(ii). The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areasalong with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

(iii). That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with ____ garage/ parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely ________________ shall not form a part of the declaration to be filed with _______________ [*Please insert the name of the concerned competent authority*] to be filed in accordance with the ________________________ [*Please insert the name of the relevant State act, if any*].

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the

project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.12 The Allottee has paid a sum of Rs, __________________ (Rupees ______________________________only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of '________________________' payable at _________.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under

the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot]to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C** ("**Payment Plan**").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Master Plan for the area, Zoning Regulations and Andhra Pradesh Building Rules as amended from time to time and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT

7.1 **Schedule for possession of the said [Apartment/Plot]:**

The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on _________________, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such

Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession**

The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 45 days of receiving the occupancy certificate of the Project.

7.3 **Failure of Allottee to take Possession of [Apartment/Plot]**

Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 **Possession by the Allottee**

After obtaining the occupancy certificate and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

7.5 **Cancellation by Allottee**

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6 **Compensation**

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

(i). The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii). The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii). There are no encumbrances upon the said Land or the Project;

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

(iv). There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];

(v). All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;

(vi). The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing,

whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii). The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

(viii). The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot]to the Allottee in the manner contemplated in this Agreement;

(ix). At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the Association of the Allottees;

(x). The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi). The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xii). No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

(i). Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii). Discontinuance of the Promoter’s business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

(i). Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

(ii). The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules and also all the components of Total Price as defined in Clause1.2within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot].

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

(i). In case the Allottee fails to make payments for _____ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

(ii). In case of Default by Allottee under the condition listed above continues for a period beyond ____ consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to

withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].
[*Insert any other clauses in relation to maintenance of project, infrastructure and equipment*]

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas

The basement(s) and service areas, if any, as located within the ___________________________________ *(project name)*, shall be earmarked for purposes such as parking spaces and services including but

not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

20. ANDHRA PRADESH APARTMENT (PROMOTION OF CONSTRUCTION AND OWNERSHIP) ACT, 1987

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Andhra Pradesh Apartment (Promotion of Construction and Ownership) Act, 1987. The Promoter showing compliance of various laws/regulations as applicable in Andhra Pradesh.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

23. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and

enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in ____________________ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered

at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at ____________________.

30. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

_________________Name of Allottee

_________________ (Allottee Address)

M/s _____________Promoter name

_________________ (Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

[*Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.*]

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at ___________________________ *(city/town name)* in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

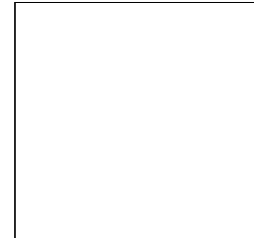
Allottee: (including joint buyers)

(1)________________________________

(2)________________________________

At ________________on ______ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoter:
(1)________________________________
(Authorized Signatory)



WITNESSES:
1. Signature __________________________
Name _____________________________
Address ___________________________
2. Signature __________________________
Name ______________________________
Address ___________________________

SCHEDULE 'A' - Please insert description of the [Apartment/Plot] and the garage/parking (if applicable) along with boundaries in all four directions

SCHEDULE 'B' - Floor plan of the apartment

SCHEDULE 'C' - Payment plan by the Allottee

R. KARIKAL VALAVEN
PRINCIPAL SECRETARY TO GOVERNMENT